

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, JANUARY 17TH, 2023

6:00 P.M.

Council Chambers
2nd Floor, City Hall
320 Esplanade, Sydney, NS

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Cape Breton Regional Municipality

Council Meeting

Tuesday, January 17th, 2023

6:00 p.m.

AGENDA ITEMS

Land Acknowledgement

6:00 p.m.

Roll Call

O' Canada

1. **APPROVAL OF AGENDA:** (Motion Required)

2. **APPROVAL OF MINUTES:** (Previously Distributed)
 - **Special Council – October 13, 2022**
 - **Council – October 25, 2022**
 - **Council – November 8, 2022**
 - **Special Council – November 16, 2022**
 - **Council – November 22, 2022**

3. **PROCLAMATIONS & RESOLUTION:**

6:05 p.m.

- 3.1 **Conversion Therapy Awareness Day:** *(for ratification)*
Councillor Earlene MacMullin (See page 6)

- 3.2 **Bell Let's Talk Day:**
Councillor Ken Tracey (See page 7)

- 3.3 **African Heritage Month:**
Councillor Lorne Green (See page 8)

- 3.4 **Bill 225 amending the Halifax Regional Municipality Charter:**
Councillor Eldon MacDonald (See page 10)

Continued...

**Council Meeting Agenda
January 17, 2023 (Cont'd)**

4. **STREET CLOSING - PUBLIC HEARING:** **6:10 p.m.**
- 4.1 **Request for Street Closure: Portion of Undeveloped Road, Falmouth Street, Sydney (District 5):** Sheila Kolanko, Property Manager (See page 11)
5. **REPORTS:** **6:20 p.m.**
- 5.1 **CBRM 2023 Assessment Roll:** Lloyd MacLeod, Director of Assessment, PVSC
(See page 15)
- 5.2 **Port of Sydney Development Corporation:** Marlene Usher, Chief Executive Officer
- a) **Proposal for New Governance Structure:** (See page 21)
- b) **Financial Statements to November 30, 2022, with Projected Statement to March 31, 2023:** (See page 25)
- For Information Only.
6. **BUSINESS ARISING:** **7:30 p.m.**
- 6.1 **In Camera Council – January 10, 2023:**
- a) **Appointment of CAO Performance Review Committee:** Mayor Amanda M. McDougall-Merrill (See page 26)
- 6.2 **In Camera Council – January 17, 2023:**
- a) **Memorandum of Understanding – CBRM and Doucet Developments for Sydney Waterfront:** Marie Walsh, Chief Administrative Officer

Continued...

**Council Meeting Agenda
January 17, 2023 (Cont'd)**

7. CORPORATE SERVICES ISSUES:

8:00 p.m.

- 7.1 **Request for Street Closure: Portion of PID 15751670 - Portion of Undeveloped Road Parcel, New Waterford (District II):** Sheila Kolanko, Property Manager (See page 27)
- 7.2 **CBRM Dog Bylaw Contract Renewal:** Michael Ruus, Director of Planning & Development (See page 31)
(*Note: RFP Document attached separately*)
- 7.3 **Wireless Telecommunications Lease – Bell Mobility Inc.** Demetri Kachafanas K.C., Regional Solicitor (See page 32)

8. COUNCILLOR AGENDA REQUEST:

8:30 p.m.

- 8.1 **Rodents:** Councillor Gordon MacDonald (See page 42)

9. FINANCIAL STATEMENTS:

9:00 p.m.

- 9.1 **CBRM Financial Projections 2022-23:** Jennifer Campbell, Chief Financial Officer (See page 43)

For Information Only.

- 9.2 **CBRM Financial Statements to November 30, 2022:** Jennifer Campbell, Chief Financial Officer (See page 47)

For Information Only.

10. COMMITTEE REPORTS:

N/A

- 11. **Review of Action Items from this Meeting:**
Mayor Amanda M. McDougall-Merrill

9:30 p.m.

ADJOURNMENT

Cape Breton Regional Municipality

Proclamation

Conversion Therapy Awareness Day

- Whereas:** January 7th is recognized as Conversion Therapy Awareness Day;
- And Whereas:** On January 7th 2022 legislation came into force making it illegal to practise the discredited and harmful practises of conversions therapy throughout Canada, practises that intended to change a person’s sexual orientation, gender identity or gender expression to heterosexual and/or cisgendered, practises rooted to homophobic and transphobic ideology;
- And Whereas:** Conversion therapy awareness day is a day to remember those from the 2SLGBTQ+ community that took their own lives having been subjected to this barbaric treatment designed to erode their identity;
- And Whereas:** Conversion therapy awareness day is a day to recognize survivors who live with the long-term impact of these harmful practises many of whom endure complex mental health issues as part of their every day life;
- And Whereas:** Conversion therapy awareness day is a day to remember that these practises are still occurring behind closed doors and need be stopped;
- Be It Therefore Resolved:** That CBRM Mayor Amanda M. McDougall-Merrill and Council proclaim January 7th, 2023 as Conversion Therapy Awareness Day in CBRM.

Councillor Earlene MacMullin, CBRM District #2

January 17th, 2023

PROCLAMATION

“Bell Let’s Talk Day”

Whereas: January 25th, 2023, marks the 13th Annual Bell Let’s Talk Day, a day of conversation on mental health;

And Whereas: One of the biggest hurdles for anyone struggling with mental illness is overcoming the stigma attached to it. Talking is an important first step towards lasting change. The annual Bell Let’s Talk Day and awareness campaign has become the world’s largest conversation about mental health, encouraging Canadians and people around the world to talk and take action to help reduce stigma and promote awareness and understanding so everyone can get the help they need;

And Whereas: This year’s theme is “**Let’s Create Change**”. Due to the impact of the past few years, there is a disconnect among people who are feeling the stress and low morale in the workplace. It has been especially difficult for many first responders due to the nature of their work. This year, it is important to try to reconnect people and help them to become more engaged in their workplace. Bell Let’s Talk Day is the beginning of the journey for 2023.

And Whereas: A Flag Raising Ceremony will be held on Wednesday, January 25th at CBRM City Hall to celebrate Bell Let’s Talk Day and encourage all residents to join the conversation through calls, texts, and social media interactions to drive Bell’s donation to mental health past \$100 million;

Be It Therefore Resolved: That CBRM Mayor Amanda M. McDougall-Merrill and Council proclaim Wednesday, January 25th, 2023, as Bell Let’s Talk Day in the Cape Breton Regional Municipality and encourage all residents to show their support for all those who live with mental illness and those taking action to help them.

Councillor Ken Tracey – CBRM District #9

January 17th, 2023

PROCLAMATION

“AFRICAN HERITAGE MONTH - 2023”

WHEREAS:

February is recognized internationally as African Heritage Month – a time to recognize and salute the many contributions and ongoing achievements of people of African Decent all over the world and here in the CBRM, we celebrate a time of greater understanding;

AND WHEREAS:

This year’s theme: *Seas of struggle – African Peoples from Shore to Shore*, outlines the struggles of people of African Decent faced from the shores of Africa to the shores of Nova Scotia;

AND WHEREAS:

Recognizing that the one thing that has remained constant in our history is the Atlantic Ocean. The long-standing history of people of African Descent in the development of Canada, the sea has played a vital role. This theme explores the struggle and adversity that was overcome and examines the effects of slavery and sea faring of African Nova Scotians;

AND WHEREAS:

The theme also aligns with the United Nations’ International Decade for People of African Descent (DPAD) 2015-2024. We are in the 9th year of the International Decade for People of African Descent. The goal of DPAD is to strengthen global cooperation in support of people of African descent, increase awareness and the passage towards presence in all aspects of society;

AND WHEREAS:

Nova Scotia has over 50 historic African Nova Scotian communities with a long, deep, and complex history dating back over 200 years. African Heritage Month provides us with another opportunity to celebrate our culture, legacy, achievements and contributions of our people – past and present;

Continued...

**BE IT THEREFORE
RESOLVED:**

That Mayor Amanda M. McDougall-Merrill & Council of the Cape Breton Regional Municipality, proclaim the month of February 2023 as African Heritage Month, and encourage all residents, businesses, and community groups to participate in the activities and celebrations and to take the opportunity to reflect on the story of Nova Scotia's vibrant African Nova Scotian Community.

Councillor Lorne Green – District 12, CBRM

January 17th, 2023

CBRM RESOLUTION

Bill 225 amending the Halifax Regional Municipality Charter

WHEREAS: Bill 225 has received Royal Assent and therefore is now an Act of the Nova Scotia Legislature amending the Halifax Regional Municipality Charter.

AND WHEREAS: Bill 225 grants the Minister of Municipal Affairs and Housing the authority to nullify by-laws approved by the Halifax Regional Municipality if they impact housing or development.

AND WHEREAS: Under its Charter, Halifax Council is required to follow a by-law process that allows for public input and open public debate by Council during at least two public meetings before a by-law can be approved. This provides transparency and accountability that is critical to good governance at the municipal level.

AND WHEREAS: For the Minister to have the authority to override the Council's authority to establish or amend its own by-laws contravenes the democratic process that we have all worked to establish and protect.

AND WHEREAS: The Province of Nova Scotia should not have the ability to interfere in municipal government decisions of any kind that follow due process and the *Municipal Government Act* or the applicable Charter.

BE IT THEREFORE RESOLVED: That Mayor Amanda M. McDougall-Merrill and Council direct that a letter be sent to the Minister of Municipal Affairs and Housing in support of the request by Halifax Regional Municipality to repeal Bill 225, and request that in future, the Minister consult with municipalities before any changes to the *Municipal Government Act* or the *Halifax Regional Municipality Charter* are introduced to the Legislature.

Councillor Eldon MacDonald
District #5 - CBRM

January 17th, 2022

Request for Street Closure - Portion of Undeveloped Road - Falmouth Street, Sydney (District 5)

Motion:

Moved by Councillor Eldon MacDonald, seconded by Councillor Parsons, that the Legal Department staff be directed to initiate the process for the street closure pursuant to Section 315 of the *Municipal Government Act*, for that portion of the undeveloped road as outlined in red on Attachment “A” included with the staff Issue Paper in the agenda package, and deem that portion surplus for the purpose of finalizing the transfer documents related to the 2002 agreement made between CBRM and Stephen’s Building Supplies.

Discussion:

Following discussion, Mayor McDougall called for the vote.

Motion Carried.



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: PUBLIC HEARING - Request for Street Closure
Portion of PID Undeveloped Road
Falmouth Street, Sydney (District 5)

DATE: January 17th, 2023

As presented to Council on November 8th, 2022, CBRM received a request on behalf of JonelJim Realty ("the applicant") seeking a formal street closing for a portion of the undeveloped section of Falmouth Street, Sydney lying adjacent to the applicant's property. The subject area is outlined in red on the attached map (Attachment "A").

At that time, council passed a motion directing staff to begin the procedure required for a closure of a public street. CBRM previously agreed to convey this portion to the applicant back in 2002. The formal street closure was never finalized.

Pursuant to the Municipal Government Act a public hearing is required at which time Council will hear those in favour and those opposed to the closing of a portion of the undeveloped section of Falmouth Street. Notice was advertised in the Cape Breton Post on January 14th, 2023 and on CBRM's webpage. I confirm the legal department has not been contacted nor have we received any complaints or objections from the community.

RECOMMENDATION:

Recommendation to council is as follows:

- To pass a motion approving the closure of that portion of the undeveloped road reserve (as identified herein in red on the attached map – Attachment “A”) pursuant to MGA;
- To deem that portion of the road reserve (as identified as the crosshatched area in red on the attached map- Attachment “A”) surplus and
- To sell the property, subject to existing CBRM water and sewer lines, at market value, to Joneljim Realty as previously agreed and authorize the mayor and clerk to execute the documents to finalize the conveyance pursuant to the 2002 agreement.

Respectively Submitted,

Original signed by

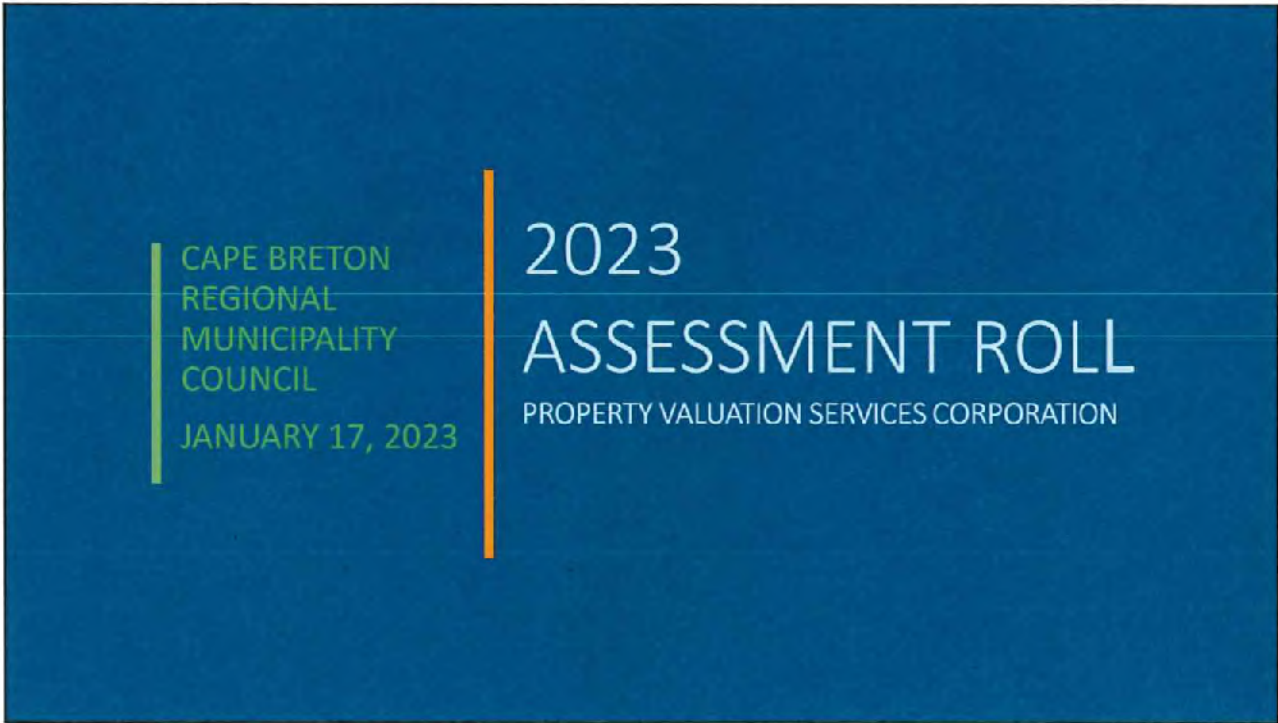
Sheila Kolanko
Property Manager

Attachment (1)

ATTACHMENT "A"

Falmouth Street

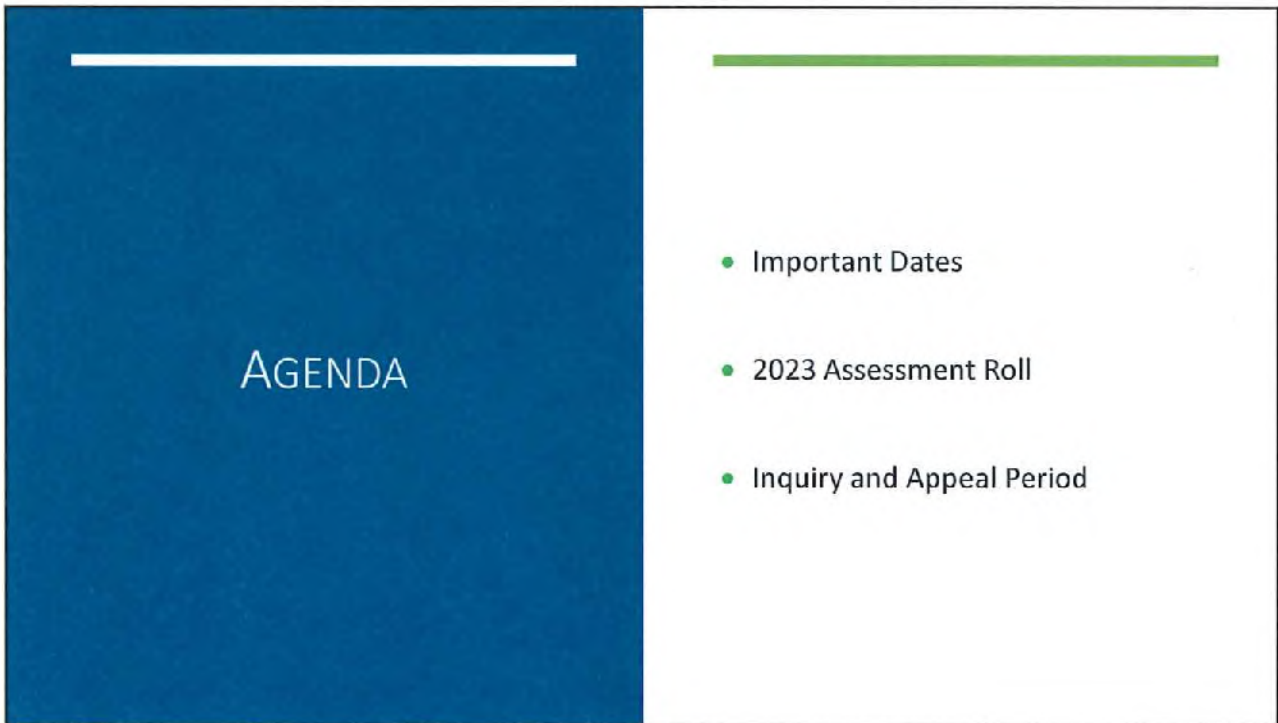




CAPE BRETON
REGIONAL
MUNICIPALITY
COUNCIL
JANUARY 17, 2023

2023
ASSESSMENT ROLL
PROPERTY VALUATION SERVICES CORPORATION

1



AGENDA

- Important Dates
- 2023 Assessment Roll
- Inquiry and Appeal Period

2

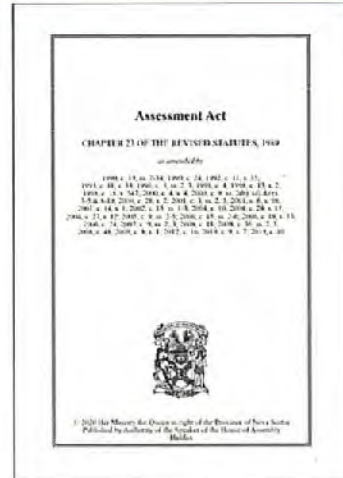
MARKET VALUE

The *Nova Scotia Assessment Act* requires that we assess property at market value:

"... the amount which in the opinion of the assessor would be paid if it were sold on a date prescribed by the Director in the open market by a willing seller to a willing buyer"

AND

"The assessment shown on the roll shall be the assessment that reflects the state of the property as it existed on the first day of December immediately preceding the filing of the roll"



3

IMPORTANT DATES

BASE DATE

Value on January 1, 2022
Based on sales that took place over the 2021 calendar year

**as per section 42 (2)*

STATE DATE

The characteristics and physical state of properties on December 1, 2022

**as per section 52 (2)*

ASSESSMENT ROLL

Delivery of Notices
January 9, 2023

APPEAL PERIOD

Appeals must be submitted within 31 days of the Notice of Assessment delivery

4

**BASE DATE:
LOOKING BACK TO
2021**

April 20, 2021 *all NOVA SCOTIA*
Soaring Material Costs Aren't Slowing Builders

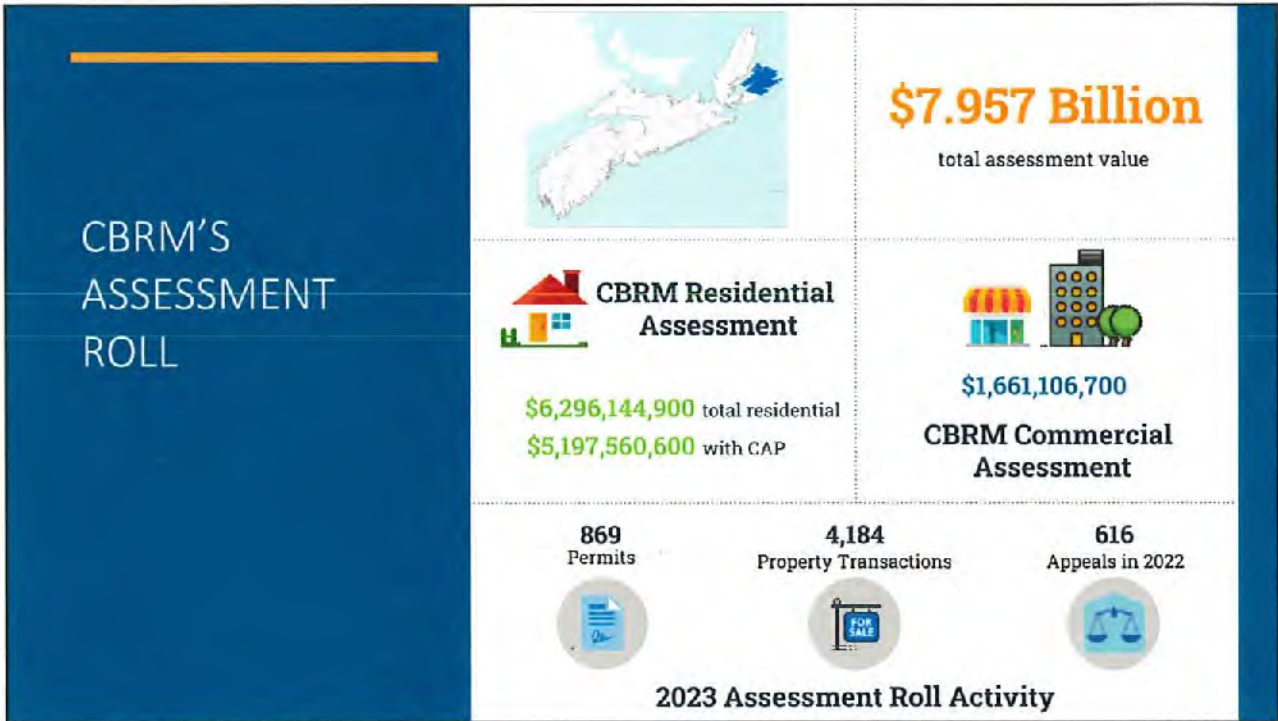
May 7, 2021 *The Chronicle Herald*
Home prices and sales to remain high- CMHC
Home prices could climb 14.4 per cent on average in 2021, the Canada Mortgage and Housing Corporation forecast in its spring market outlook.

November 15, 2021 *CBC*
This is the busiest year ever for the housing market, with prices up 18%
Average selling price rises to \$716,585 across the country

5



6



7



8

THE APPEAL PROCESS

- Should a property owner disagree with their assessment, they can file an appeal
- There are three levels of appeal:
 1. PVSC initial assessor review
 2. Nova Scotia Assessment Appeal Tribunal (NSAAT)
 3. Utility and Review Board (UARB)

9

INQUIRY AND APPEAL PERIOD

- Assessment Notices were mailed out January 9, 2023
- Appeal period is January 9, 2023 – February 9, 2023
 - Our Service Representatives and Assessors are available to take calls Monday through Friday 8:30 am to 4:30 pm.
- Appeals can be emailed, mailed or faxed
 - The appeal form must be signed to be accepted

10

PVSC CONTACT INFORMATION

Phone: 1-800-380-7775

Email: inquiry@pvsc.ca

Mail: 6-15 Arlington Place, Truro NS, B2N 0G9

Fax: 1-888-339-4555 (within North America)
1-902-893-6101 (outside North America)

11

QUESTIONS?

12

PORT OF SYDNEY PROPOSAL

- The Board of the Port of Sydney propose a new governance structure to benefit both the Port and the CBRM
- Port should have separate standing as a Port Authority and access programs and funds based on the quality of their funding application.
- Port should be the authority or lead on harbour matters such as vessel priority and strategic planning.

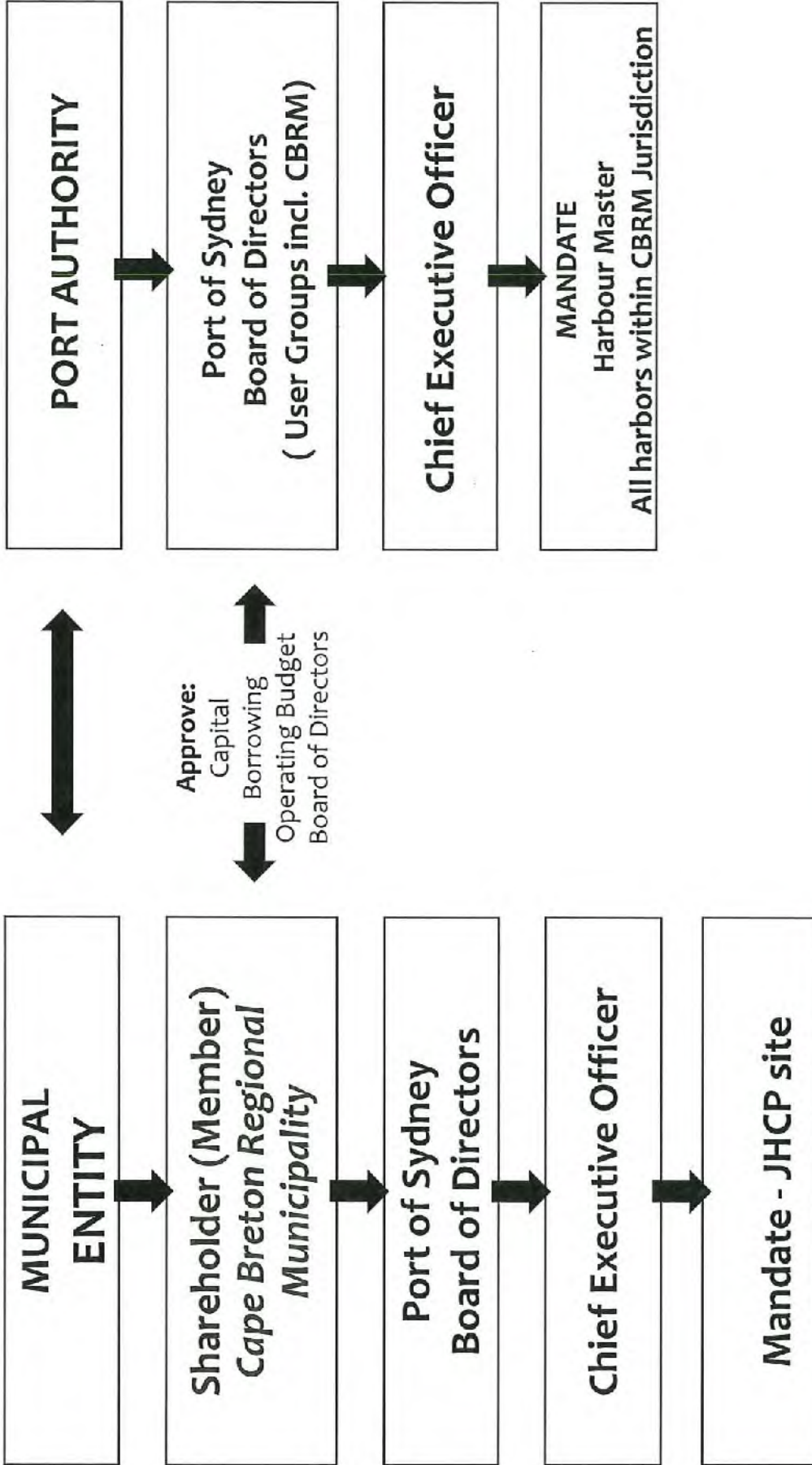


BENEFITS to CBRM

with NEW STRUCTURE

- Economic growth and jobs through diversification and Port growth.
- Payment stream annually or monthly to CBRM in form of a long-term lease payment.
- CBRM engaged as member of the Board of Directors of the Port.
- Capital invested into Port i.e.. Repair South dock







NEXT STEPS

Request council to authorize CBRM management to engage in discussions with the Port of Sydney regarding the Governance model.

Port of Sydney Development Corporation
Projected Statement March 31, 2023

	ACTUAL October 2022 YTD	ACTUAL November 2022 YTD	'PROJECTED 31-Mar-23	Annual Budget 31-Mar-23
Wharfage and Berthage	458,964	510,259	627,109	601,293
Event Revenue	49,635	59,960	63,160	46,750
Miscellaneous Reveue	6,680	6,983	7,483	4,600
Storage and Rental	209,861	226,409	275,034	290,694
Passenger tax	871,263	876,697	876,697	785,623
Security/Traffic Control	224,368	234,233	248,516	219,642
Government Grants	26,817	26,817	26,817	10,000
Craft Market Revenue	64,901	67,278	67,278	36,473
Gain on Disposal of Assets	6,500	6,500	6,500	0
	<u>1,918,990</u>	<u>2,015,136</u>	<u>2,198,594</u>	<u>1,995,076</u>
Wages	303,561	355,211	600,131	656,961
Benefits	93,771	107,501	155,930	129,873
Professional Fees	18,772	18,772	51,217	47,328
Advertising & Promotions	11,389	11,439	15,439	17,750
Cruise Activities	23,863	26,867	35,567	32,000
Dues & Membership Fees	18,593	18,655	21,410	23,540
Event Expense	69	404	504	6,519
Insurance	35,226	40,149	66,249	56,800
Interest & Bank Charges	3,156	3,156	4,156	3,870
Office & Admin	9,713	11,440	14,706	11,287
Office Rent	30,520	34,880	52,320	52,320
Miscellaneous	1,030	1,030	2,430	5,100
Repairs & Maintenance	123,807	133,461	173,888	177,312
Repairs -JHCP	0	0	43,000	80,000
Travel	5,445	6,042	12,542	10,500
Utilities	84,402	93,802	161,702	169,320
Bad Debts	0	0	500	2,000
Security Expense	139,634	146,644	162,545	160,436
Leasehold Improvements	4,525	4,525	4,525	2,000
	<u>907,477</u>	<u>1,013,980</u>	<u>1,578,763</u>	<u>1,644,916</u>
Profit before amortization	1,011,513	1,001,156	619,832	350,159
Less Amortization	-233,333	-266,667	-350,000	-400,000
Net Profit (Loss)	<u>778,180</u>	<u>734,489</u>	<u>269,832</u>	<u>-49,841</u>

Meeting to Establish Process – CAO Performance Review:

It was **agreed** that a Committee be established to oversee the CAO Performance Review, consisting of the Mayor and four Councillors. Further, the Mayor will poll all members of Council to determine interest in serving on that Committee and those names will be referred to the Council meeting scheduled for January 17, 2023 for appointment.



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: Request for Street Closure – Portion of PID 15751670
Portion of undeveloped Road Parcel
New Waterford (District 11)

DATE: January 17th, 2023

INTRODUCTION:

A letter of request was received from Lorway MacEachern McLeod Burke Law Office on behalf of the resident of 235 Gordon Street, New Waterford (“the applicant”) seeking a street closure for a portion of an undeveloped road reserve lying adjacent to the applicant’s property. The area required subject to this Issue Paper is shown outlined and crosshatched in red on the attached map (Attachment “A”).

BACKGROUND INFORMATION:

The property is currently listed in the CBRM inventory as essential land labeled as an undeveloped road reserve.

The applicant currently owns property on Gordon Street, New Waterford, as shown on the attached map (“Attachment “A”) outlined in yellow and identified as PID 15902018. The applicant also owns property identified as PID 15482532, outlined in green. The property they are seeking from CBRM is shown crosshatched in red on the same map. The applicant was issued a building permit (BD012786) for the construction of a single detached residential dwelling on the applicant’s property (PID 15902018 – yellow lot).

The attached survey plan (Attachment "B") shows the location of the new dwelling and notes that it measures approximately 5-8 feet more or less from their existing property boundary. The applicant is seeking the addition land in the rear to enlarge their green area and the possibility of installing a new driveway off Veniot Avenue.

REVIEW

An internal staff evaluation was requested to determine if CBRM required this portion of the undeveloped road parcel. The results are as follows:

- Engineering and Public Works has no concerns or issues with the request and confirmed CBRM does not intend to construct a public road on the property identified herein.
- Planning Department reported that an application for subdivision would be necessary to consolidate the requested parcel with the applicants existing properties to be eligible to install a driveway. Any development on this property would be subject to compliance with applicable provisions of the Land Use By-Law and the issuance of a Building Development Permit.
- Water Utility and Recreation/Parks/Grounds & Buildings find no issues with the applicant's request.

RECOMMENDATION:

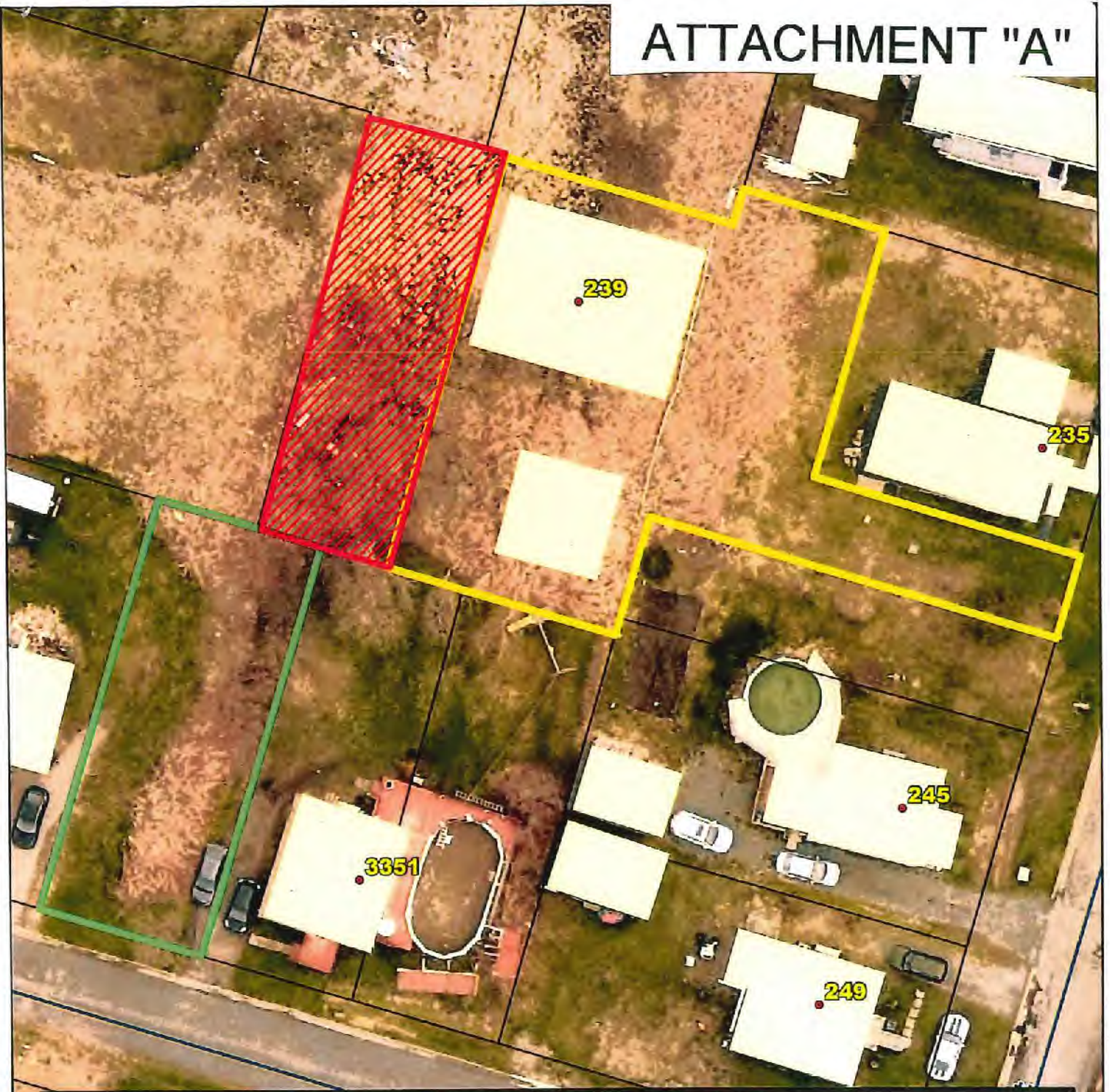
Staff's recommendation to Council is to pass a Motion directing the Legal Department to initiate a formal street closure pursuant to Section 315 of the Municipal Government Act, for that portion of PID 157S1670 as outlined and crosshatched in red on the attached map (Attachment "A") with the intention of deeming it surplus and sold at market value.

Respectively Submitted,

Original signed by

Sheila Kolanko
Property Manager

ATTACHMENT "A"



**Portion of PID 15751670 - Undeveloped Road Reserve
Owner: CBRM**

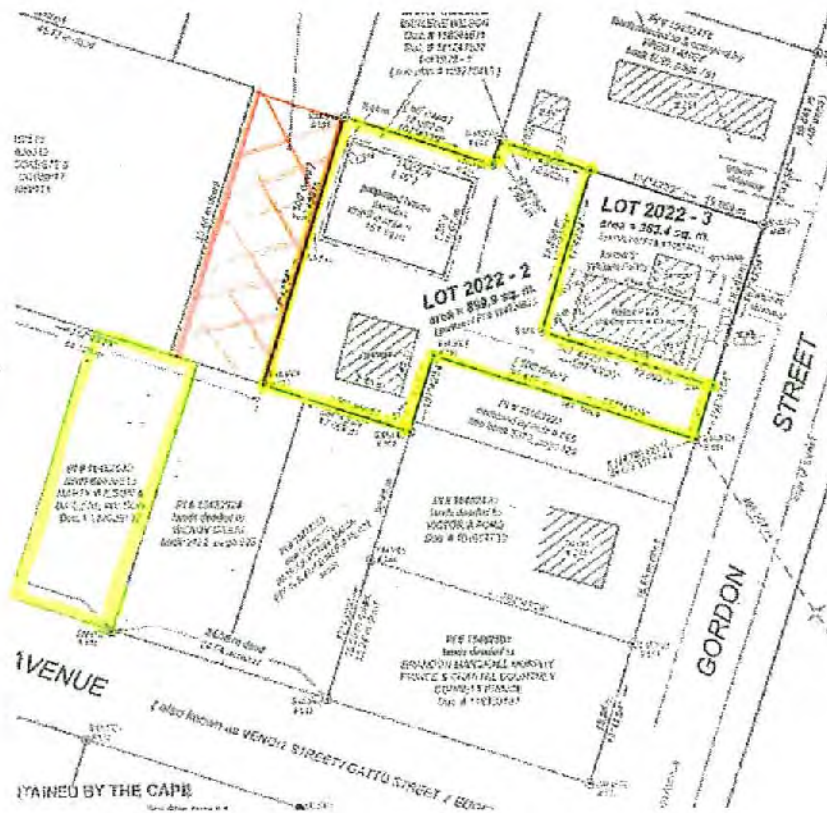


PID 15902018 - Owner: Marty / Darlene Wilson



PID 15482532 - Owner: Marty / Darlene Wilson

ATTACHMENT "B"





ISSUE PAPER

TO: CBRM Council

DATE: December 02, 2022

FROM: Director, Planning and Development

RE: **CBRM Dog Bylaw Contract Renewal**

BACKGROUND

CBRM has an existing contract with the SPCA for the administration and enforcement of the Dog Bylaw. Administration and enforcement of the bylaw is a difficult responsibility and requires specialized facilities, equipment, resources, and training for a municipality of this size. CBRM's dealings with the SPCA throughout this contract have found the service to be professional and largely free of controversy.

With the contract expiring at the end of this calendar year, a Request for Proposals was released with a closing date of November 3rd to provide the service for another five year period.

DISCUSSION

The sole respondent to the Request for Proposals to provide the service was the SPCA. The bid for this service proposes an increase from \$409,932/year to \$460,000/year or about a 12% increase in operating cost. To avoid any service disruption, the SPCA has agreed to extend the current contract. This also would help align the contract with the municipality's budget cycle. The increased cost will be reflected in the Bylaws operating budget for the fiscal 2023-24 year.

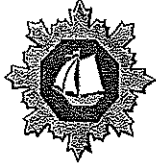
RECOMMENDATION:

Given the past professional service and strong partnership with the SPCA, staff recommends that Council pass a motion to enter into a contract with the SPCA, as the successful bidder of the Dog Bylaw Request for Proposals, for the next five years.

Respectfully submitted by:

Original signed by:

Michael Ruus
Director, Planning and Development



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Demetri Kachafanas
Regional Solicitor

SUBJECT: Wireless Telecommunications Lease – Bell Mobility Inc. -

DATE: Jan. 6, 2023

Background

Bell Mobility Inc. is seeking to renew its lease for our property located at 31 King St., Scotchtown, PID #15275399. This property is being used by Bell Mobility as the site of a wireless communications tower. The previous lease was entered into in 2002 for a 20-year term, for nominal consideration of \$1 on the basis that CBRM was permitted to install its own equipment on the tower (a Single Sinclair C4 VHF Antenna). It expired in July of 2022. Bell is seeking to renew the lease for a term of 5 years commencing as of Aug. 1, 2022, which may be extended by three additional renewal terms of 5 years, for a total term of 20 years. The lease would again be for nominal consideration as it continues to permit CBRM to install and maintain equipment on the tower. A copy of the lease is attached.

As this is a lease for a term of more than one year, it requires the approval of Council.

Recommendation

It is the recommendation of staff that Council move to approve the lease of PID #15275399 to Bell Mobility Inc. on the terms contained in the attached lease.

Respectfully submitted by,

Original Signed by

Demetri Kachafanas
Regional Solicitor

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this 1st day of August, 2022 (the "Commencement Date").

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. **DEMISE.** The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as 31 King St., Scotchtown, NS, which is more particularly described in Schedule "A" attached (the "Property"), and leases to the Tenant any portion of the Property outlined in heavy black ink on the plan(s) attached as Schedule "B" (the "Leased Premises"), for the Tenant's, its agents', employees', contractors', assignee's and sublessee's exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the "Equipment") for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to construct and maintain an access road to the Leased Premises, which access road will form part of the Leased Premises to the extent such access road is not already forming part of the Leased Premises as set out in Schedule "B" to this Lease. The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant's expense to the reasonable satisfaction of the Landlord.

2. **TERM.** The term of this Lease (the "Term") shall be for five (5) years, commencing on the Commencement Date, and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section 4 of this Lease.

3. **RENT.** During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule "C" attached (the "Rent"), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is _____, and acknowledges and agrees that notwithstanding the foregoing or anything else contained in this Lease, the Tenant's obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. "Sales Taxes" means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax ("HST").

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers ("EFT"). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord. *See Schedule "C"*

Notwithstanding Section 9 of this Lease, the Tenant shall have the right to terminate this Lease because the Tenant was unable, despite reasonable commercial efforts, to obtain the necessary third party approvals required to construct the Equipment on terms that were acceptable to the Tenant, in the Tenant's sole discretion. In the event the Tenant terminates this Lease pursuant to this subsection, the Landlord shall refund all Rent (plus any Sales Taxes) that the Tenant has paid to the Landlord pursuant to this Lease.

4. **OPTION TO EXTEND.** The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an "Extended Term") on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule "C" to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term. *See Schedule "C"*

5. **ADDITIONAL TAXES.** The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the "Taxes") in respect of the privileges granted under this Lease provided that: (a) it can

be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant's sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant's sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant's reasonable opinion; to enable the Tenant to contest such Taxes.

6. **ELECTRICITY.** The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with a separate meter installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

7. **ACCESS.** The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant ("24/7 Access"). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

8. **TENANT'S WORK.**

(a) Prior to the initial installation of the Equipment on the Property, the Tenant shall deliver to the Landlord updated Schedule "B" plan(s), if any (the "Updated Plans"). The Updated Plan(s) shall substitute and replace the plan(s) originally attached to this Lease as Schedule "B".

(b) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(c) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord's consent ("Alterations"). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunications tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant's cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule "B" may be substituted with new plans delivered by the Tenant to the Landlord (the "New Plans"), and the New Plans shall be deemed to form part of this Lease.

9. **TERMINATION.** Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord,

Tenant Initials	Landlord Initials
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however, the Tenant shall comply with the obligations regarding restoration in Section 10 of this Lease. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

10. RESTORATION. Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises within a reasonable time, and the Tenant shall make good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the "Restoration Obligations"). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, conduits, or concrete foundations.

11. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or willful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

12. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants that are not in compliance with Laws ("Contaminants Not In Compliance") are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

13. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property ("interference"). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunication equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant's standard collocation procedures and conditions, to ensure there is no interference and to ensure that the Tenant's quiet enjoyment of the Leased Premises is protected.

14. ASSIGNMENT. The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord's rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

15. GENERAL.

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant's expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. "Laws" means every

statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.

- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.
- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally or by courier to the party for whom it is intended, sent by facsimile to the party for whom it is intended, or, if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The facsimile numbers and the addresses for notice are set forth for each party below.

In the case of the Landlord to:

Cape Breton Regional Municipality
320 Esplanade, Suite 401
Sydney, NS
B1P 7B9

Attention: Shelia Kolanko
Facsimile: 902-563-5137

In the case of the Tenant to:

BELL MOBILITY INC.
1 Carrefour Alexander-Graham-Bell
Building D - 3rd Floor
Verdun, Quebec
H3E 3B3

Attention: Real Estate Services
Facsimile: (514) 766-3038

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

- (g) Without limiting the generality of Section 15(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 15(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.
- (h) Without limiting the generality of Section 15(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at 902-563-0865 or spkolanko@cbmr.ns.ca.
- (i) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to

Tenant Initials	Landlord Initials
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which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and

- (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (j) If a matrimonial home is located on the Property, Landlord's spouse hereby consents to this Lease.
- (k) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (l) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared, (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar or dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party's obligations under this Lease.
- (m) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.
- (n) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (o) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (p) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province within which the Property is located.
- (q) The Landlord and the Tenant acknowledge and agree that Schedules "A", "B" and "C" as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

CAPE BRETON REGIONAL MUNICIPALITY (Landlord)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name: Chantal Desjardins
Title: Senior Manager, Real Estate Services and
Municipal Affairs, Wireless Access Network Quebec /
Atlantic Canada

I have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

Engineering Code: J0612
Municipality: Cape Breton Municipality
Province: Nova Scotia

Legal Description:

Parcel Identifier: 15275399

All that lot of land situate at Scotchtown, in the County of Cape Breton, Province of Nova Scotia, shown as LOT WC on plan entitled "Plan of Survey Showing Lot WC and Easement WC-1, Lands of New Waterford and District Water Commission" and dated September 4, 2002, by E. C. Keen, N.S.L.S., the said lot of land being more particularly bounded and described as follows:

BEGINNING at a survey marker set at the southwest corner of the lot of land herein described and distant 17.031 metres on an azimuth of 207° 37' 22" from Nova Scotia Co-Ordinate Monument #19738;

THENCE 16° 22' 10" a distance of 30.000 metres to a survey marker;

THENCE 106° 26' 32" a distance of 30.000 metres to a survey marker;

THENCE 196° 22' 10" a distance of 30.000 metres to a survey marker;

THENCE 286° 26' 32" a distance of 30.000 metres to the point of beginning.

Said lot of land containing 900 square metres and being a portion of lands conveyed to New Waterford and District Water Commission by deed as recorded at the Registry of Deeds, for the County of Cape Breton in Book 356, Page 55.

All azimuths referable to Grid North, Nova Scotia Co-Ordinate system, Zone 5, Central Meridian 61° 30' West, 1979 adjustment.

SCHEDULE "A"/2

LEGAL DESCRIPTION OF EASEMENT

All that area of land situate at Scotchtown, in the County of Cape Breton, Province of Nova Scotia, shown as EASEMENT WC-1 on plan entitled "Plan of Survey Showing Lot WC and Easement WC-1, Lands of New Waterford and District Water Commission" and dated September 4, 2002, by E. C. Keen, N.S.L.S., the said area of land being more particularly bounded and described as follows:

BEGINNING at a survey marker set at the northwest corner of Lot WC, lands of New Waterford and District Water Commission;

THENCE 196° 22' 10" a distance of 30.000 metres to a point;

THENCE 286° 26' 32" a distance of 14.202 metres to a point;

THENCE 17° 23' 02" a distance of 120.692 metres to a point on the south boundary of King Street;

THENCE 108° 36' 33" a distance of 30.503 metres along King Street to a point;

THENCE 200° 05' 35" a distance of 5.313 metres to a point;

THENCE 234° 37' 49" a distance of 24.494 metres to a point;

THENCE 197° 25' 11" a distance of 64.978 metres to a point on the north boundary of Lot WC;

THENCE 286° 26' 32" a distance of 1.711 metres along Lot WC to the point of beginning.

Said area of land being a portion of lands conveyed to New Waterford and District Water Commission by deed as recorded at the Registry of Deeds, for the County of Cape Breton in Book 356, Page 55.

All azimuths referable to Grid North, Nova Scotia Co-Ordinate system, Zone 5, Central Meridian 61° 30' West, 1979 adjustment.

SCHEDULE "C"

In exchange for the Landlord installing its equipment the Tenant shall not be required to pay rent to the Landlord during the term or any extended term.

Tenant Initials	Landlord Initials
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SCHEDULE "D"

MODIFICATIONS TO LEASE

The following section shall be added to Section 14 of the Lease - Assignment:

- a) During the Term of the Lease and any Extended Term thereof, if applicable, the Landlord has the right to sublet from the Tenant a part of the Equipment or Leased Premises, in order to operate and maintain, at its expense, telecommunications equipment which is already installed on the Leased Premises and all necessary cables, antennas, antenna mounts and any other related equipment or attachments (collectively referred to as the "Landlord's Equipment"). The plans and specifications for the installation of the Landlord's Equipment have already been approved by the Tenant.
- b) This sublease is made in consideration of an amount of ONE dollar (\$1.00) for the Term of the Lease and any Extended Term thereof, if applicable.
- c) The Landlord shall, at its expense and by its own means, have the right to access the Leased Premises while ensuring the maintenance and snow removal of the access road for its own needs.
- d) This sublease and all installations effected by the Landlord shall be at the sole and exclusive risk of the Landlord. The Tenant shall not be liable to the Landlord for any loss, damages, costs and/or disbursements relating to property or trade of the Landlord, save in the event that such loss, damage, cost and/or disbursement is directly caused by the negligence of the Tenant.
- e) Any increase in property taxes or any other levy assessed against the Tenant which is directly attributable to the Landlord's Equipment, transmission line, equipment shelter, improvements and/or facilities located on the Leased Premises or to the operation of the Landlord's Equipment, including any increase in a grant paid or payable in lieu of taxes, shall be paid directly by the Landlord or reimbursement to the Tenant on demand if such increase is paid by the Tenant.
- f) Any tax or other levy assessed in respect to the Landlord's use of the Leased Premises shall be paid by the Landlord or reimbursement to the Tenant on demand if such tax or levy is paid by the Tenant. Without limiting the generality of the foregoing, any Value Added Tax, Goods and Services Tax or Sales Tax assessed during the Term of the Lease and any Extended Term thereof, and collectible by the Tenant shall be paid in full by the Landlord in addition to all other fees, charges and taxes payable under this agreement.
- g) Any change in maintenance costs paid or payable in respect to the Leased Premises and/or tower which is directly attributable to the Landlord's Equipment, transmission line, antennas, shelter, improvements and/or facilities located on the Leased Premises or to the operation of the Landlord's Equipment may, at the Tenant's discretion, be fairly apportioned among the Tenant, the Landlord, and any other licensees in the form of an adjustment of the shares of maintenance costs payable by the Landlord and any other licensees.
- h) Should the Landlord request documentation relating to maintenance costs, the Tenant may provide a statement of those costs showing the nature and amount of each cost item, which statement shall be deemed to be adequate verification of the costs in question.
- i) Save as otherwise provided in this agreement, the Landlord shall bear all costs related to its installations and use of the Leased Premises. In particular, any modifications required by the Landlord's installations and/or use of the Leased Premises shall be carried out at the Landlord's expense in a manner acceptable to the Tenant, including but not limited to, a tower load analysis as required to facilitate any changes to the antenna and related material and such equipment as identified in the time of the initial installation. Copies of the revised Structural Adequacy Certificate shall be submitted by the Landlord to Industry Canada and the Tenant.
- k) Where applicable, the Landlord shall provide, at its own expense, for the extension of electrical power services required by its installations and/or use of the Leased Premises and shall pay the supplier directly for power consumed by the Landlord's Equipment.
- l) The Landlord shall maintain its equipment and any other property, which it may have upon the Leased Premises, in a good and safe state of repair and in a clean and orderly condition.
- m) The Landlord shall notify the Tenant promptly of, and shall repair and make good at its expense promptly upon demand by the Tenant, any damage whatsoever caused to the Tenant's property or that of any other licensee if caused by the Landlord's act or omission or that of any of its officers, employees, or agents, contractors or invitees or reasonably attributable to the Landlord's Equipment.
- n) In the event that the replacement or modification of all or part of the tower belonging to the Tenant becomes necessary in order that the facility in question comply with a statute, regulation or standard coming into effect after the Commencement Date, the Landlord shall pay to the Tenant its portion of the costs of such necessary work, as reasonably determined by the Tenant. Any amount payable under this paragraph is due immediately on receipt by the Landlord of: (i) a copy of the law, regulation or standard in question, (ii) notice that the necessary work has been carried out; and (iii) a detailed invoice setting out the cost of the necessary work.
- o) The installation, maintenance, repair and/or any modification, addition or removal of Landlord's Equipment, as the case may be, must meet the requirements and prior written approval of the Tenant's Engineer, provided always that any subsequent substantial change to the Landlord's Equipment or the replacement by the Landlord of any major component with another not identical thereto shall be subject to the prior written approval of the Tenant, which shall not be unreasonably withheld.
- p) The Landlord and the Tenant will co-operate with each other and with any and all other licensees of the tower in testing and carrying out any modification that may be necessary to insure proper functioning of all services using the Leased Premises, buildings and the tower, and the covenant of the Landlord hereunder shall be deemed to enure not only to the benefit of the Tenant but also to the benefit of all other present and/or future licensees of the Leased Premises, buildings and the tower from time to time. The Tenant in contracting with any other party who seeks to participate in the use of the Leased Premises, buildings and the tower shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant shall be expressly stated to be for the benefit of all the other licensees of the Leased Premises, buildings and the tower at such time and from time to time thereafter.
- q) Should interference develop at any time between the signals of the Tenant and that of the Landlord, the Landlord and the Tenant shall co-operate in the determination of the cause of such interference. The party responsible for causing the interference shall take immediate steps to eliminate the interference at its own expense. Where considerations of cost or engineering simplicity indicate that a modification to apparatus owned or operated by the Landlord or the Tenant will provide the most expedient solution to any interference problem, such modifications shall be made, notwithstanding that such apparatus may not be the direct cause of the interference; always provided that any such modification will not adversely affect the operation or performance of the said apparatus and that the cost thereof be borne by the party responsible for such interference.
- r) Should any of the facilities licensed herewith for use by the Landlord be damaged in whole or in part by whatever cause to an extent rendering them either partially or totally unusable in the opinion of the Tenant, the Tenant and the Landlord shall co-operate in determining the cause of the occurrence and in determining the feasibility of restoring the damaged facility to full use, provided always that the Tenant shall be under no obligation to restore or rebuild the damaged facility in whole or in part. The Landlord shall have the option of restoring or rebuilding its own damaged equipment or installations or terminating this sublease.
- s) The Landlord may terminate this sublease at any time upon three (3) months prior written notice given to the Tenant.
- t) If the Landlord ceases to hold the required approval from the Department of Communications and/or the Canadian Radio-Television and Telecommunications Commission to operate at the Leased Premises, the Landlord shall cease transmitting forthwith and remove its equipment immediately from the Leased Premises and the sublease shall terminate as of the date of removal of the last of the Landlord's installations and equipment from the Leased Premises.
- u) Upon expiry or earlier termination of this sublease, or within a reasonable time thereafter, the Landlord shall remove from the Leased Premises all fixtures or improvements placed thereon by the Landlord, in which case the Landlord will leave the Leased Premises in a restored condition.



City Hall
 320 Esplanade
 Sydney, NS B1P 7B9

Item No.

Council Agenda Request Form		
<input type="checkbox"/> Included on Agenda (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<input type="checkbox"/> Late Item (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<input type="checkbox"/> Request from the Floor: (New Business) - Announcement - Referral - Submit Petition - Notice of Motion
Date of Council Meeting: .		
Subject: Rodents		
Motion for Council to Consider: Staff report on controlling and or elimination of rodents, specifically rats, in CBRM.		
Have staff investigate how the CBRM can assist with the control and or elimination of rodents, specifically rats, in areas that they become a problem to residents.		
Reason: Due to many types of issues that can create issues with rats, such as demolition of buildings, or neighborhood garbage, rats on occasion become a problem for residents. When one resident or business is trying to be vigilant by keeping the population of rats down, others around that resident may not see the same need for a clean space. Rats are carriers of disease, invade your home or vehicles, chew wiring and in some cases cause house fires and vehicle fires. Rats can cost a taxpayer thousands of dollars in damages, and it shouldn't be allowable for rats to get out of control in our community.		
Outcome Sought: To find a way to assist those residents and businesses, that do their part in controlling the rat population, when others in the same areas are unwilling to participate, and the problem starts to get out of control. To look at areas like Alberta, that has a robust rat control policy, and other areas that may be dealing with similar issues from a rat population, and what the provincial standards from the Department of environment have in place to deal with these issues.		
<i>Councillor</i> <i>Gordon MacDonald</i>	<i>District 1</i>	
<i>Date: November 23, 2022</i>	<i>Received by Clerk's Department (date):</i>	



CAPE BRETON
REGIONAL MUNICIPALITY

Cape Breton Regional Municipality Financial Projection 2022-23

Page 43

Projected Revenues:	\$168,420,791
Projected Expenditures:	<u>\$168,358,641</u>
Projected Surplus/(Deficit)	\$ 62,149

Considerations & Assumptions

- Assumes 80% FIONA Cost Recovery
- (Estimated FIONA impact - \$4.2m)
- Prolonged escalated fuel costs unbudgeted
- Offset by higher than budgeted deed transfer tax revenues
- Includes unbudgeted Transit Covid recovery of \$360K
- Seasonal operations could significantly impact projected results!!

(ie. Winter operations, Arenas)



Revenue Projection Summary	Year to Date Revenues Sept 30	Estimated Revenues Oct 1 - Mar 31	Projected Operating Results 2022-23	Approved Budget 2022-23	Projected Surplus (Deficit)
2022-23					
TAXES	59,840,553	59,028,505 \$	118,869,058 \$	117,421,345 \$	1,447,713
GRANTS IN LIEU OF TAXES	4,690,526	4,690,506 \$	9,381,031 \$	9,204,942 \$	176,089
PROV. TRANS OPERATING GRANT	7,667,919	7,667,919 \$	15,335,838 \$	15,335,838 \$	-
PROV. TRANS HST PAYMENT	258,070	258,070 \$	516,141 \$	500,000 \$	16,141
MUNICIPAL SERVICES FUNDING	626,293	626,293 \$	1,252,586 \$	1,232,331 \$	20,255
ADMINISTRATIVE	1,298,152	1,157,007 \$	2,455,159 \$	1,545,000 \$	910,159
POLICE	149,799	142,253 \$	292,052 \$	330,000 \$	(37,948)
TRANSIT	824,619	1,635,190 \$	2,459,809 \$	2,100,000 \$	359,809
ENVIRONMENTAL SERVICES	1,500,317	1,424,683 \$	2,925,000 \$	2,925,000 \$	-
BUILDING RENTALS	295,589	291,889 \$	587,477 \$	586,177 \$	1,300
WATER UTILITY TRANSFER	2,475,755	2,475,755 \$	4,951,510 \$	4,951,510 \$	(0)
REVENUE BY-LAWS	74,699	40,000 \$	114,699 \$	331,000 \$	(216,301)
PLANNING / DEVELOPMENT	181,100	87,000 \$	268,100 \$	250,500 \$	17,600
FACILITIES REVENUE	604,557	1,372,200 \$	1,976,757 \$	1,820,500 \$	156,257
TRANSFER FROM OPERATING RESERVE	1,742,421	1,947,421 \$	3,689,842 \$	3,689,842 \$	-
EXTRAORDINARY REVENUES (DFAA)	96,334	3,249,398 \$	3,345,732 \$	- \$	3,345,732
TOTAL PROJECTED REVENUE	\$ 82,326,703	\$ 86,094,088	\$ 168,420,791	\$ 162,223,985	\$ 6,196,806

Expenditure Projection Summary					
	Year To Date Expended Sept 30	Estimated Expenditures Oct 1 - Mar 31	Projected Operating Results 2022-23	Approved Budget 2022-23	Projected Surplus/(Deficit)
2022-23					
ENGINEERING & PUBLIC WORKS					
PW Administration	2,006,266	2,401,392	4,407,658	4,418,960	11,302
Engineering	363,054	386,236	749,290	787,624	38,334
PW Operations	9,996,012	12,893,283	22,889,295	19,198,683	(3,690,612)
Solid Waste	7,920,420	8,179,097	16,099,517	14,431,318	(1,668,199)
Fleet	2,286,703	2,819,099	5,105,802	4,172,889	(932,913)
Transit	3,575,860	4,000,374	7,576,234	6,855,813	(720,421)
Waste Water	1,464,380	1,762,858	3,227,248	3,061,764	(165,484)
	\$ 27,612,696	\$ 32,442,349	\$ 60,055,044	\$ 52,927,051	\$ (7,127,993)
PARKS & BUILDINGS					
BUILDINGS & LIBRARIES	1,727,784	1,817,507	3,545,291	3,489,843	(55,448)
PARKS & GROUNDS	1,908,111	1,696,289	3,604,400	3,210,874	(393,525)
FACILITIES / ARENAS	1,615,429	2,205,750	3,821,179	3,496,799	(324,380)
RECREATION	1,549,464	1,166,973	2,716,437	2,853,260	136,823
POLICE SERVICES	13,708,646	12,492,857	26,201,503	27,870,130	1,668,627
CONDITIONAL TRANSFERS	10,621,959	10,622,281	21,244,240	21,287,010	42,770
FISCAL SERVICES	1,772,667	9,293,266	11,065,933	11,075,394	10,460
FIRE SERVICES	10,019,829	9,188,089	19,206,918	18,642,740	(564,178)
FINANCE	1,011,739	2,202,012	3,213,751	3,413,905	200,154
TECHNOLOGY	1,252,497	1,355,518	2,608,015	2,484,202	(143,813)
317/911 COMMUNICATIONS CENTRE	628,928	824,700	1,453,628	1,519,840	66,212
TECHNOLOGY & COMMUNICATIONS	192,621	365,976	558,597	571,000	12,404
MUNICIPAL CLERK	204,833	255,270	460,104	481,819	21,715
ADMINISTRATION	1,440,867	2,090,213	3,531,081	3,560,909	29,828
PLANNING, INSPECTIONS AND BY-LAWS	609,612	660,701	1,270,312	1,393,597	123,285
HUMAN RESOURCES / OH&S	1,902,337	330,317	2,233,254	2,363,597	120,343
LEGAL	715,977	852,979	1,568,956	1,611,016	42,061
LEGISLATIVE					
TOTAL PROJECTED EXPENDITURES	\$ 78,495,594	\$ 89,863,047	\$ 168,358,641	\$ 162,223,985	\$ (6,134,657)

**Expenditure Projection Summary
2022-23**

	Projected Expenditures 2022-23	Budget 2022-23	Variance to Budget
WAGES, BENEFITS, EMPLOYMENT RELATED COSTS	\$ 73,832,696	\$ 73,744,845	\$ (87,851)
CONTRACTS & PROFESSIONAL SERVICES	\$ 34,128,238	\$ 33,302,618	\$ (825,620)
VEHICLES	\$ 7,531,371	\$ 5,778,000	\$ (1,753,371)
FIONA	\$ 3,395,973	\$ -	\$ (3,395,973)
STREET LIGHTS	\$ 2,350,000	\$ 2,350,000	\$ -
BUILDINGS	\$ 5,282,724	\$ 5,174,624	\$ (108,100)
OPERATIONAL MATERIALS, SUPPLIES & EQUIPMENT	\$ 9,527,468	\$ 9,510,494	\$ (16,974)
DEBT SERVCING AND RELATED COSTS	\$ 11,065,933	\$ 11,076,394	\$ 10,461
MANDATED COSTS AND PROVINCIAL TRANSFERS	\$ 21,244,240	\$ 21,287,011	\$ 42,770
TOTAL PROJECTED EXPENDITURES	\$ 168,358,643	\$ 162,223,985	\$ (6,134,658)

Included in Wages and Benefits is FIONA-related overtime of approximately \$775K

Summary

Statement of Revenue

November 30, 2022

Revenue	Year To Date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	79,615,991	78,280,897	1,335,094	117,421,345	37,805,354
Total Federal Government	2,055,693	2,055,693	-	3,083,539	1,027,846
Total Federal Government Agencies	484,569	484,569	-	726,854	242,285
Total Provincial Government	1,338,540	1,338,540	-	2,007,810	669,270
Total Provincial Government Agencies	2,375,219	2,257,826	117,393	3,386,739	1,011,520
Total Services to Other Local Government	653,273	653,273	-	979,909	326,636
Total Transit	1,412,036	1,259,143	152,893	2,100,000	687,964
Total Environmental Development Services	239,537	167,000	72,537	250,500	10,963
Total Licenses & Permits	101,021	100,667	354	151,000	49,979
Total Fines & Fees	447,444	574,948	(127,504)	862,422	204,919
Total Rentals	393,285	390,785	2,500	586,177	192,892
Total Concessions & Franchises	442,031	429,234	12,797	702,000	210,059
Total Interest on Taxes	1,932,091	1,010,000	922,091	1,515,000	(417,091)
Total Finance Revenue	30,095	20,000	10,095	30,000	(95)
Total Solid Waste Revenue	2,149,954	2,008,333	141,621	2,825,000	675,046
Total Recreation & Cultural Service Programs	510,018	508,772	1,247	1,118,500	868,451
Total Water Utility Charges	3,301,007	3,301,007	-	4,951,510	1,650,503
Total Unconditional Transfers	10,567,986	10,557,225	10,760	15,835,838	5,267,852
Total Conditional Transfers	2,323,228	2,323,228	-	3,689,842	1,366,614
Total Extraordinary Revenue	2,722,849	-	2,722,849	-	(3,403,562)
Year To Date Assigned	\$ 113,095,866	\$ 107,721,138	\$ 5,374,728	\$ 162,223,985	\$ 48,447,407

Departmental

Reviewed

Summary

Statement of Expenditures

November 30, 2022

Expenditures	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	963,726	1,094,045	130,319	1,611,016	647,448
Administration	290,027	297,878	7,851	481,819	199,488
Finance	2,018,256	2,232,723	214,468	3,413,905	1,395,649
Legal	2,041,059	2,119,746	78,688	2,353,597	312,538
Human Resources	830,262	939,334	109,071	1,393,597	563,335
Technology & Communications	2,466,146	2,595,269	129,123	3,984,042	1,520,515
Municipal Clerk	265,424	297,648	32,224	571,000	305,576
Fiscal Services	24,217,256	24,156,245	(61,011)	32,363,405	8,146,149
Police Services	18,350,898	18,712,485	361,588	27,870,130	9,519,232
Fire Services (Incl EMO)	13,084,535	12,982,170	(102,365)	18,642,740	5,558,205
Engineering & Public Works	39,413,441	34,181,699	(5,231,742)	52,927,051	13,513,610
Planning	1,856,209	2,084,019	227,810	3,560,909	1,705,201
Facilities C200 & Arenas	2,432,949	2,346,201	(86,748)	3,496,799	1,069,457
Parks & Grounds	2,475,774	2,281,334	(194,441)	3,210,874	735,100
Buildings	2,354,663	2,344,394	(10,269)	3,489,843	1,135,524
Recreation	1,924,100	1,962,740	38,639	2,853,260	929,160
Total expended to date	\$ 114,984,725	\$ 110,627,929	\$ (4,356,794)	\$ 162,223,987	\$ 47,256,186

Departmental

Reviewed

Legislative

Statement of Expenditures

November 30, 2022

Legislative	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	708,763	736,038	27,274	1,085,632	376,869
6010 BENEFITS	114,987	130,667	15,680	194,134	79,147
6030 TRAVEL/CONFERENCES	57,894	80,667	22,773	121,000	63,106
6040 PROF MEM/DUES & FEES	24,188	58,667	34,479	88,000	63,812
6050 OFFICE SUPPLIES	2,427	8,267	5,839	12,400	9,973
6060 OFFICE EQUIPMENT	2,220	3,667	1,447	5,500	3,280
6080 ADVERTISING	3,129	9,667	6,538	14,500	11,371
6100 COURIER	-	167	167	250	250
6110 TELEPHONE/FAX	16,590	20,800	4,210	31,200	14,610
6120 PUBL./SUBSCRIPTIONS	2,259	2,033	(226)	2,300	41
6130 COMPUTER HARDWARE	1,439	3,559	2,120	6,600	5,161
6150 MEETING EXPENSES	7,897	18,333	10,436	27,500	19,603
6170 PROMOTION	21,775	21,515	(261)	22,000	225
6180 COST RECOVERY	-	-	-	-	-
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICES	-	-	-	-	-
8165 STORM RECOVERY COST	158	-	(158)	-	-
Total expended to date	\$ 963,726	\$ 1,094,045	\$ 130,319	\$ 1,611,016	\$ 647,448

Departmental

Finance

Administration (CAO) Statement of Expenditures November 30, 2022

CAO	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	190,144	196,067	5,922	289,192	99,048
6010 BENEFITS	29,361	34,833	5,472	51,752	22,391
6020 TRAINING/EDUCATION	201	2,200	1,999	3,300	3,099
6030 TRAVEL/CONFERENCES	10,067	10,000	(67)	15,000	4,933
6040 PROF MEM/DUES & FEES	1,695	1,695	-	1,800	105
6050 OFFICE SUPPLIES	344	1,867	1,522	2,800	2,456
6110 TELEPHONE/FAX	1,602	2,000	398	3,000	1,398
6120 PUBL./SUBSCRIPTIONS	-	317	317	475	475
6130 COMPUTER HARDWARE	224	-	(224)	-	(224)
6150 MEETING EXPENSES	2,758	3,000	242	4,500	1,742
6170 PROMOTION	5,036	5,000	(35)	5,000	(36)
8100 PROFESSIONAL SERVICE	40,900	40,900	-	105,000	64,100
8165 STORM RECOVERY COST	7,696	-	(7,696)	-	-
Total expended to date	\$ 290,027	\$ 297,878	\$ 7,851	\$ 481,819	\$ 199,488

Departmental

Finance

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Finance					
6000 WAGES/SALARIES	1,213,290	1,320,849	107,559	1,960,939	747,649
6010 BENEFITS	271,685	277,201	5,516	411,841	140,156
6020 TRAINING/EDUCATION	667	9,667	8,999	14,500	13,833
6030 TRAVEL/CONFERENCES	9,661	8,667	(994)	13,000	3,339
6040 PROF MEM/DUES & FEES	1,747	3,483	1,737	5,025	3,278
6050 OFFICE SUPPLIES	6,475	8,600	2,125	12,900	6,425
6060 OFFICE EQUIPMENT	4,557	7,000	2,443	10,500	5,943
6080 ADVERTISING	19,856	25,000	5,144	37,500	17,644
6090 POSTAGE	142,055	154,000	11,945	181,000	38,945
6100 COURIER	25,216	25,215	-	33,350	8,134
6110 TELEPHONE/FAX	10,603	11,900	1,297	17,850	7,247
6130 COMPUTER HARDWARE	11,042	11,042	-	13,650	2,608
6140 COMPUTER SOFTWARE	265	264	-	50,000	49,735
6180 COST RECOVERY	(299,630)	(299,631)	-	(325,000)	(25,370)
8010 OPERATIONAL MAT/SUPP	3,646	3,646	-	4,500	854
8100 PROFESSIONAL SERVICE	54,671	41,038	(13,633)	55,500	829
8110 CONTRACTS/AGREEMENTS	44,438	43,200	(1,238)	43,200	(1,238)
8120 LEASES	8,248	8,248	-	13,650	5,402
8180 TAX EXEMPT/WRITE OFF	489,764	573,333	83,569	860,000	370,236
Total expended to date	\$ 2,018,256	\$ 2,232,723	\$ 214,468	\$ 3,413,905	\$ 1,395,649

Departmental

Finance

Legal

Statement of Expenditures

November 30, 2022

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legal					
6000 WAGES/SALARIES	283,411	290,314	6,902	431,323	147,912
6010 BENEFITS	62,123	62,511	388	92,874	30,751
6020 TRAINING/EDUCATION	602	4,333	3,732	6,500	5,898
6030 TRAVEL/CONFERENCES	4,048	4,048	-	4,500	452
6040 PROF MEM/DUES & FEES	12,683	14,000	1,317	14,000	1,317
6050 OFFICE SUPPLIES	1,653	2,333	681	3,500	1,847
6060 OFFICE EQUIPMENT	51	2,800	2,749	4,200	4,149
6070 PHOTOCOPIER LEASE	1,081	2,333	1,252	3,500	2,419
6080 ADVERTISING	1,398	1,398	-	2,000	602
6100 COURIER	389	533	144	800	411
6110 TELEPHONE/FAX	3,088	2,267	(821)	3,400	312
6120 PUBL./STATUTES	11,875	11,875	-	13,000	1,125
6130 COMPUTER HARDWARE	121	2,667	2,546	4,000	3,879
6150 MEETING EXPENSE	-	333	333	500	500
6160 LIABILITY INSURANCE	1,620,919	1,615,000	(5,919)	1,615,000	(5,919)
8100 PROFESSIONAL SERVICE	9,533	103,000	93,467	154,500	144,967
Total expended to date	\$ 2,041,059	\$ 2,119,746	\$ 78,688	\$ 2,353,597	\$ 312,538

Departmental

Finance

Human Resources

Statement of Expenditures

November 30, 2022

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Human Resources					
6000 WAGES/SALARIES	590,749	611,571	20,822	908,619	317,870
6010 BENEFITS	136,722	133,019	(3,703)	197,628	60,906
6020 TRAINING/EDUCATION	860	6,567	5,707	9,850	8,990
6030 TRAVEL/CONFERENCES	8,643	11,667	3,024	17,500	8,857
6040 PROF MEM/DUES & FEES	1,731	1,731	-	2,000	269
6050 OFFICE SUPPLIES	6,668	10,000	3,332	15,000	8,332
6060 OFFICE EQUIPMENT	-	1,667	1,667	2,500	2,500
6080 ADVERTISING	-	2,000	2,000	3,000	3,000
6110 TELEPHONE/FAX	5,195	6,667	1,472	10,000	4,805
6120 PUBL./SUBSCRIPTIONS	-	2,000	2,000	3,000	3,000
6130 COMPUTER HARDWARE	5,305	5,305	-	6,000	695
6140 COMPUTER SOFTWARE	-	333	333	500	500
6150 MEETING EXPENSE	4,474	4,474	-	4,500	26
8100 PROFESSIONAL SERVICE	65,326	137,333	72,007	206,000	140,674
8110 CONTRACTS/AGREEMENTS	4,591	5,000	409	7,500	2,909
Total expended to date	\$ 830,262	\$ 939,334	\$ 109,071	\$ 1,393,597	\$ 563,335

Departmental

Finance

**Technology Including
911 Comm Centre**

Statement of Expenditures

November 30, 2022

Technology/Communications	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,526,898	1,562,115	35,217	2,320,857	793,959
6010 BENEFITS	323,489	333,651	10,162	495,710	172,221
6020 TRAINING/EDUCATION	4,677	16,333	11,657	24,500	19,823
6030 TRAVEL/CONFERENCES	12,707	12,625	(82)	12,625	(82)
6040 PROF MEM/DUES & FEES	1,367	1,533	166	1,800	433
6050 OFFICE SUPPLIES	4,692	3,867	(825)	5,800	1,108
6060 OFFICE EQUIPMENT	10,362	8,667	(1,695)	13,000	2,638
6080 ADVERTISING	2,451	1,500	(951)	1,500	(951)
6110 TELEPHONE/FAX	64,589	100,133	35,545	150,200	85,611
6130 COMPUTER HARDWARE	135,873	144,292	8,419	180,000	44,127
6140 COMPUTER SOFTWARE	298,853	298,852	-	425,000	126,147
6150 MEETING EXPENSE	1,218	834	(384)	1,000	(218)
7010 ELECTRICAL	6,946	6,433	(512)	9,650	2,704
7070 BLDG/FACILITY RENTAL	33,627	43,267	9,639	64,900	31,273
8040 COMM EQUIPMENT LINES	12,706	7,500	(5,206)	7,500	(5,206)
8100 PROFESSIONAL SERVICES	403	6,667	6,263	10,000	9,597
8110 CONTRACTS/AGREEMENTS	22,672	47,000	24,328	62,000	39,328
8120 LEASES SAP	-	-	-	95,000	95,000
8130 LICENSES/PERMITS	-	-	-	103,000	103,000
8165 STORM COST RECOVERYT	2,619	-	(2,619)	-	-
Total expended to date	\$ 2,466,146	\$ 2,595,269	\$ 129,123	\$ 3,984,042	\$ 1,520,515

Departmental

Finance

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Municipal Clerk					
6000 WAGES/SALARIES	189,358	198,608	9,251	295,075	105,717
6010 BENEFITS	44,032	42,001	(2,032)	62,400	18,368
6020 TRAINING/EDUCATION	2,876	3,667	790	5,500	2,624
6030 TRAVEL/CONFERENCES	2,873	4,333	1,460	6,500	3,627
6040 PROF MEM/DUES & FEES	636	636	-	725	89
6050 OFFICE SUPPLIES	911	2,000	1,089	3,000	2,089
6060 OFFICE EQUIPMENT	63	2,667	2,604	4,000	3,937
6070 PHOTOCOPY SUPPLIES	7,723	16,000	8,277	24,000	16,277
6080 ADVERTISING	-	500	500	750	750
6100 COURIER	113	500	387	750	637
6110 TELEPHONE/FAX	2,089	2,000	(89)	3,000	911
6120 PUBL./SUBSCRIPTIONS	1,607	1,607	-	1,800	193
6130 COMPUTER HARDWARE	727	4,333	3,606	6,500	5,773
6140 COMPUTER SOFTWARE	9,129	9,129	-	42,500	33,371
6150 MEETING EXPENSES	3,285	9,667	6,382	14,500	11,215
8110 CONTRACTS/AGREEMENTS	-	-	-	100,000	100,000
Total expended to date	\$ 265,424	\$ 297,648	\$ 32,224	\$ 571,000	\$ 305,576

Departmental

Finance

Fiscal Services

Statement of Expenditures

November 30, 2022

Fiscal Services	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
9010 INT SHRT TERM BORROW	224,772	224,771	-	388,262	163,490
9020 INT ON DEBT	1,223,689	1,223,689	-	1,223,689	-
9051 PRINC ON DEBT	8,506,443	8,416,444	(89,999)	8,416,443	(90,000)
9052 DEBT/CAP BOND DISC	-	-	-	98,000	98,000
9090 BANK CHARGES	39,553	40,000	447	60,000	20,447
9200 ALLOWANCE FOR UNCOL. TAXES	-	-	-	800,000	800,000
9420 APPROP TO CAPITAL FUND	60,000	60,000	-	90,000	30,000
9430 APPROP TO B.I.D.C.	118,794	114,434	(4,360)	171,651	52,857
9600 PROV. CORRECTIONS	703,031	736,009	32,978	1,104,014	400,983
9610 CB REG. HOUSING	1,602,654	1,602,654	-	2,403,981	801,327
9620 REGIONAL LIBRARY	469,200	469,200	-	703,800	234,600
9630 CB/MIC. SCHOOL BOARD	10,356,415	10,356,338	(77)	15,534,507	5,178,092
9640 PROPERTY ASSESSMENT	912,705	912,705	-	1,369,058	456,353
Total expended to date	\$ 24,217,256	\$ 24,156,245	\$ (61,011)	\$ 32,363,405	\$ 8,146,149

Departmental

Finance

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Police Services					
GL 6000, 6010, & 6011 WAGES & BENEFITS NET OF COST	16,095,762	16,577,920	482,158	24,628,305	8,532,543
RECOVERY					
6020 TRAINING/EDUCATION	140,498	100,000	(40,498)	100,000	(40,498)
6030 TRAVEL/CONFERENCES	28,698	46,667	17,978	70,000	41,312
6040 PROF MEM/DUES & FEES	2,963	2,500	(463)	2,500	(463)
6050 OFFICE SUPPLIES	28,453	25,667	(1,786)	40,000	11,547
6060 OFFICE EQUIPMENT	46,332	45,000	(1,332)	45,000	(1,332)
6070 PHOTOCOPY SUPPLIES	6,188	10,667	4,479	16,000	9,812
6080 ADVERTISING	2,869	3,333	464	5,000	2,131
6090 POSTAGE & 6100 COURIER	10,122	10,000	(122)	15,000	4,878
6110 TELEPHONE/FAX	126,277	140,000	13,723	210,000	83,723
6120 PUBL./SUBSCRIPTIONS	3,336	4,000	664	6,000	2,664
6130 COMPUTER HARDWARE	137,815	137,815	-	195,000	57,185
6140 COMPUTER SOFTWARE	69,001	86,667	17,666	130,000	60,999
6150 MEETING EXPENSES	8,053	7,667	(386)	11,500	3,447
6170 PROMOTION	2,545	7,333	4,788	11,000	8,455
7000 HEAT	13,912	16,667	2,755	25,000	11,088
7010 ELECTRICAL	60,012	73,567	13,555	110,350	50,338
7020 WATER	4,101	6,667	2,566	10,000	5,899
7030 BLDG/FACILITY MAINT	90,316	83,000	(7,315)	83,000	(7,316)
7040 BLDG/FACILITY REPAIR	19,285	15,000	(4,285)	15,000	(4,285)
7060 BLDG/FACILITY RENOV	48,306	10,000	(38,306)	15,000	(33,306)
7070 BLDG/FACILITY RENTAL	16,262	16,667	404	25,000	8,738
7110 SECURITY	-	1,333	1,333	2,000	2,000
7500 VEH/EQUIP MAINT	15,062	15,347	284	23,020	7,958
7505 GASOLINE & DIESEL	355,125	270,000	(85,125)	405,000	49,875
7510 VEH/EQUIP REPAIRS	227,848	227,848	-	287,717	59,869
7530 VEH/EQUIP REPLACEMENT	132,506	132,506	-	580,000	447,494
7540 VEH/EQUIP RENTAL	-	1,333	1,333	2,000	2,000
7550 VEH/EQUIP TOWING	5,406	5,000	(406)	5,000	(406)
8000 OPERATIONAL EQUIP	160,012	135,000	(25,012)	135,000	(25,012)
8010 OPERATIONAL MAT/SUPP	131,151	131,151	-	135,000	3,849
8020 MAINTENANCE EQUIP	2,862	5,047	2,165	7,570	4,688
8090 UNIFORMS/CLOTHING	119,503	116,667	(2,836)	175,000	55,497
8100 PROFESSIONAL SERVICE	97,092	90,000	(7,092)	135,000	37,908
8110 CONTRACTS/AGREEMENTS	11,661	20,000	8,319	30,000	18,319
8125 MAJOR INVESTIGATIONS	82,924	86,112	3,188	129,168	46,244
8150 GRANTS/SUBS TO ORG	47,341	47,340	(1)	50,000	2,659
8165 STORM RECOVERY COST	1,271	-	(1,271)	-	(1,271)
Total expended to date	\$ 18,350,898	\$ 18,712,485	\$ 361,588	\$ 27,870,130	\$ 9,519,232

Departmental

Finance

Police Services

Statement of Revenue

November 30, 2022

Police Services Revenue	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
4751 RECORDS INQUIRIES	101,723	70,000	31,723	105,000	3,277
5151 FINES	93,995	150,000	(56,005)	225,000	131,005
Total Revenue to date	\$ 195,718	\$ 220,000	\$ (24,282)	\$ 330,000	\$ 134,282

Departmental

Finance

Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Fire Services Including EMO				
6000 WAGES/SALARIES	4,634,409	(385,292)	6,328,382	1,693,973
6010 BENEFITS	862,847	60,166	1,374,765	511,918
6011 MISC. BENEFITS	2,745	17,988	26,962	24,237
6020 TRAINING/EDUCATION	47,698	15,243	169,389	121,693
6030 TRAVEL/CONFERENCES	37,852	65,230	43,600	5,748
6040 PROF MEM/DUES & FEES	7,959	-	12,299	4,340
6050 OFFICE SUPPLIES	11,703	240	11,650	(53)
6060 OFFICE EQUIPMENT	5,928	(53)	12,950	7,022
6080 ADVERTISING	5,974	2,705	5,350	(624)
6110 TELEPHONE/FAX	24,298	(624)	40,374	16,076
6120 PUBL./SUBSCRIPTIONS	602	2,618	2,700	2,098
6130 COMPUTER HARDWARE	5,595	1,198	11,507	5,912
6140 COMPUTER SOFTWARE	423	2,076	42,406	41,983
6150 MEETING EXPENSES	5,894	27,847	4,104	(1,790)
6170 PROMOTION	21,374	(1,790)	23,900	2,526
7000 HEAT	54,213	-	102,500	48,287
7010 ELECTRICAL	50,889	14,120	68,647	17,758
7020 WATER	25,211	(5,125)	31,403	6,192
7030 BLDG/FACILITY MAINT	58,030	(4,276)	53,729	(4,301)
7040 BLDG/FACILITY REPAIR	5,740	(4,300)	22,253	16,513
7060 BLDG/FACILITY RENOV	35	9,095	5,000	4,965
7500 VEH/EQUIP MAINT.	191,773	3,299	200,000	8,227
7505 GASOLINE/DIESEL	58,329	(68,440)	58,163	(196)
7530 VEH/EQUIP REPLACEMENT	1,249	(19,553)	87,500	86,251
7560 VEH/EQUIP GEN SUPPLY	3,304	57,084	16,000	12,696
8000 OPERATIONAL EQUIP	117,883	7,362	404,238	286,355
8010 OPERATION MAT/SUPP	116,418	151,609	46,340	(70,078)
8020 MAINTENANCE EQUIP	12,946	(70,077)	51,316	38,370
8040 COMM EQUIPMENT LINES	2,190	21,265	4,380	2,190
8090 UNIFORMS/CLOTHING	49,520	730	77,375	27,855
8100 PROFESSIONAL SERVICE	756	2,063	8,538	7,782
8110 CONTRACTS/AGREEMENTS	97,996	4,936	91,938	(6,058)
8120 LEASES	85,445	(6,058)	113,842	28,397
8130 LICENSES/PERMITS	15,280	(9,551)	18,387	3,107
8150 GRANTS/SUBS TO ORG	1,728,907	3,107	1,994,449	285,542
8195 WATER SUPPLY & HYDR	4,717,594	26,311	7,076,384	2,358,790
8165 STORM RECOVERY COST	15,527	(5)	-	(15,527)
Total expended to date	\$ 13,084,535	\$ (102,365)	\$ 18,642,740	\$ 5,558,205

Departmental

Finance

Municipal Services Agreement

Statement of Revenue

November 30, 2022

Fire Services Revenue	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
4776 PROV NS FIRE PROTECTION GRANT	119,179	119,179	-	178,769	59,590
4776 MEMBERTOU MUNICIPAL SERVICES AGRMNT	534,094	534,094	-	801,140	267,047
Total Revenue to date	\$ 653,273	\$ 653,273	\$ -	\$ 979,909	\$ 326,636

Departmental

Finance

**Engineering and Public Works Expenditure
to November 30, 2022**

<u>REVENUE</u>	<u>Year to date Expended</u>	<u>8 Month Budget</u>	<u>8 Month Budget Variance</u>	<u>Annual Budget</u>	<u>Annual Budget Remaining</u>	<u>% of Annual Budget</u>
TRANSIT	1,412,036	1,259,143	152,893	2,100,000	(687,964)	0.67
SOLIDWASTE TIP FEES	1,773,210	1,633,333	139,877	2,450,000	(676,790)	0.72
SOLIDWASTE COST RECOVERIES	376,744	375,000	1,744	375,000	1,744	1.00
SEWER PERMIT FEES	73,020	66,667	6,353	100,000	(26,980)	0.73
WATER UTILITY ADMIN FEE	3,301,007	3,301,007	-	4,951,510	(1,650,503)	0.67
TOTAL PW REVENUES	6,936,017	6,635,150	300,867	9,976,510	(3,040,493)	0.70
<u>EXPENDITURES</u>						
ADMINISTRATION	2,713,634	2,731,707	18,073	4,418,960	1,705,326	0.61
ENGINEERING	490,450	523,976	33,526	787,624	297,174	0.62
CENTRAL DIVISION	6,769,958	5,165,329	(1,584,629)	8,343,710	1,573,752	0.81
EAST DIVISION	6,011,818	4,564,163	(1,447,655)	7,423,644	1,411,826	0.81
NORTH DIVISION	2,050,763	2,230,850	180,086	3,431,329	1,380,566	0.60
SOLID WASTE	11,047,178	9,820,093	(1,227,085)	14,431,318	3,384,140	0.77
MECHANICAL FLEET	3,392,372	2,710,898	(681,474)	4,172,889	780,517	0.81
TRANSIT	4,911,725	4,523,880	(387,845)	6,855,813	1,944,088	0.72
QUALITY CONTROL	2,025,542	1,890,803	(134,738)	3,061,764	1,036,222	0.86
TOTAL PW EXPENDITURES	39,413,441	34,181,699	(5,231,742)	52,927,051	13,513,610	0.74

Signature: _____

Director of Engineering & Public Works

Chief Financial Officer

Statement of Expenditures

Planning Department	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	878,557	1,026,545	147,987	1,525,151	646,594
6010 BENEFITS	208,180	232,331	24,151	345,177	136,997
6020 TRAINING/EDUCATION	6,411	12,901	6,490	17,500	11,089
6030 TRAVEL/CONFERENCES	12,829	9,375	(3,454)	11,500	(1,329)
6040 PROF MEM/DUES & FEES	2,110	5,933	3,823	8,900	6,790
6050 OFFICE SUPPLIES	10,633	12,333	1,700	15,500	4,867
6060 OFFICE EQUIPMENT	10,478	9,667	(812)	14,500	4,022
6080 ADVERTISING	13,603	14,333	730	21,500	7,897
6110 TELEPHONE/FAX	10,597	13,000	2,403	19,500	8,903
6120 PUBL./SUBSCRIPTIONS	-	533	533	800	800
6130 COMPUTER HARDWARE	13,306	12,499	(806)	12,500	(806)
6140 COMPUTER SOFTWARE	8,659	9,993	1,334	14,500	5,841
6150 MEETING EXPENSE	2,011	1,717	(294)	1,950	(61)
6170 PROMOTION	18,521	26,667	8,146	40,000	21,479
7130 DEMOLITIONS	4,656	4,656	-	120,000	115,344
8000 OPERATIONAL EQUIPMENT	10,735	23,000	12,265	33,000	22,265
8010 OPERATIONAL MAT/SUPP	3,470	2,667	(803)	4,000	530
8090 UNIFORMS / CLOTHING	1,517	5,333	3,816	8,000	6,483
8100 PROFESSIONAL SERVICE	48,965	48,965	-	211,000	162,035
8110 CONTRACTS/AGREEMENTS	279,391	300,991	21,600	444,931	165,540
8130 LICENSES/PERMITS	70,497	70,000	(497)	85,000	14,503
8135 REGULATORY FEES	39,041	39,041	-	41,000	1,959
8150 GRANTS/SUBS TO ORG	201,540	201,540	(1)	565,000	363,460
8160 STORM RECOVERY COST	501	-	(501)	-	(501)
Total expended to date	\$ 1,856,209	2,084,019	\$ 227,810	\$ 3,560,909	\$ 1,705,201

Departmental

Finance

	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Bylaw Revenue					
5112 Vendor Licenses	7,900	9,667	(1,767)	14,500	6,600
5113 Animal Licenses	1,976	7,333	(5,357)	11,000	9,024
5114 Taxi Licenses	18,125	12,000	6,125	18,000	(125)
5115 Vending Machine Licenses	-	5,000	(5,000)	7,500	7,500
5301 Parking Meter Revenue	69,941	186,667	(116,725)	280,000	210,059
Total Bylaw Revenue	\$ 97,942	\$ 220,667	\$ (122,724)	\$ 331,000	\$ 233,058
Development / Planning Revenue					
5496 Mapping Sales	-	667	(667)	1,000	1,000
5495 Other Sales	4,266	3,000	1,266	4,500	234
5497 Lun Amendment Fees	2,870	3,333	(464)	5,000	2,130
5101 Building Permits	198,097	133,333	64,763	200,000	1,903
5102 Subdivision Fees	34,305	26,667	7,638	40,000	5,695
Total Develop / Planning Rev	\$ 239,537	\$ 167,000	\$ 72,537	\$ 250,500	\$ 10,963
Total Bylaw / Dev / Planning Revenue	\$ 337,480	\$ 387,667	\$ (50,187)	\$ 581,500	\$ 244,020

Departmental

Finance

Facilities (C200 / Arenas)

Statement of Expenditures

November 30, 2022

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,111,698	1,023,559	(88,139)	1,520,717	414,626
6010 BENEFITS	206,807	206,353	(453)	306,582	99,775
6020 TRAINING	2,608	3,000	392	4,500	1,892
6030 TRAVEL/CONFERENCES	6,490	6,000	(490)	6,000	(490)
6040 PROF MEM/DUES & FEES	1,463	2,000	537	3,000	1,537
6050 OFFICE SUPPLIES	3,099	4,000	901	6,000	2,901
6060 OFFICE EQUIPMENT	-	1,333	1,333	2,000	2,000
6080 ADVERTISING	4,024	4,666	642	5,000	976
6110 TELEPHONE/FAX	12,032	14,000	1,968	21,000	8,968
6130 COMPUTER HARDWARE	611	1,667	1,056	2,500	1,889
6140 COMPUTER SOFTWARE	11,168	1,000	(10,169)	1,000	(10,168)
6150 MEETING EXPENSES	2,168	2,000	(168)	2,000	(168)
7000 HEAT	68,298	68,298	-	68,500	202
7010 ELECTRICAL	321,484	321,484	-	585,000	263,516
7020 WATER	45,419	40,000	(5,419)	40,000	(5,419)
7030 BLDG/FACILITY MAINT	38,159	55,000	16,841	82,500	44,341
7040 BLDG/FACILITY REPAIR	58,657	58,657	-	60,000	1,343
7080 PLANT MAINTENANCE	52,645	53,333	688	80,000	27,355
7110 SECURITY	68,230	73,333	5,103	110,000	41,770
7510 VEH/EQUIP REPAIRS	15,693	11,000	(4,693)	11,000	(4,693)
8000 OPERATIONAL EQUIPMENT	27,801	8,500	(19,301)	8,500	(19,301)
8010 OPERATIONAL MAT/SUPP	100,419	120,667	20,247	181,000	80,581
8050 COST OF SALES	198,850	198,850	-	300,000	101,150
8090 UNIFORMS/CLOTHING	3,187	5,000	1,813	7,500	4,313
8100 PROFESSIONAL SERVICE	44,634	22,500	(22,134)	22,500	(22,134)
8110 CONTRACTS/AGREEMENTS	10,035	40,000	29,965	60,000	49,965
8165 STORM RECOVERY COST	17,270	-	(17,270)	-	(17,270)
Total expended to date	\$ 2,432,949	\$ 2,346,201	\$ (86,748)	\$ 3,496,799	\$ 1,069,457

Departmental

Finance

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 4808 Advertising Revenue	49,167	49,167	-	90,000	40,833
GL 5001 Ice Rentals	222,855	222,855	-	670,000	447,145
GL 5002 Public Skating	1,104	1,750	(646)	3,500	2,396
GL 5004 Arena Rental	-	-	-	-	-
GL 5005 Gym Rental	-	-	-	-	-
GL 5006 Canteen Sales	374,567	374,567	-	620,000	245,433
GL 5010 Other Revenue	67,463	54,667	12,797	82,000	14,537
GL 5033 Program Equipment	15,797	10,000	5,797	15,000	(797)
GL 5034 Facility Rentals	194,283	200,000	(5,717)	310,000	115,717
Total Revenue To Date	\$ 925,237	\$ 913,005	\$ 12,231	\$ 1,790,500	\$ 865,263

Departmental

Finance

**Parks and Grounds
Operations**

Statement of Expenditures

November 30, 2022

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Parks & Grounds					
6000 WAGES/SALARIES	1,145,812	1,137,382	(8,430)	1,689,825	544,013
6010 BENEFITS	256,375	261,591	5,216	388,649	132,274
6011 MISC BENEFITS	14,864	1,667	(13,197)	2,500	(12,364)
6020 TRAINING/EDUCATION	500	4,333	3,833	6,500	6,000
6030 TRAVEL/CONFERENCES	1,833	8,500	6,667	12,750	10,917
6040 PROF MEM/DUES & FEES	-	133	133	200	200
6050 OFFICE SUPPLIES	333	800	467	1,200	867
6060 OFFICE EQUIPMENT	-	667	667	1,000	1,000
6080 ADVERTISING	-	133	133	200	200
6110 TELEPHONE/FAX	6,309	5,667	(642)	8,500	2,191
6130 COMPUTER HARDWARE	2,077	250	(1,827)	250	(1,827)
7000 HEAT	4,971	4,971	-	5,500	530
7010 ELECTRICAL	51,926	51,926	-	77,500	25,574
7020 WATER	22,851	16,667	(6,184)	25,000	2,149
7030 BLDG/FACILITY MAINT	6,892	5,000	(1,892)	5,000	(1,892)
7110 SECURITY	-	-	-	10,200	10,200
7510 VEH/EQUIP REPAIRS	-	733	733	1,100	1,100
7530 VEH/EQUIP REPLACEMENT	-	-	-	25,000	25,000
7540 VEH/EQUIP RENTAL	36,015	15,000	(21,015)	15,000	(21,015)
8000 OPERATIONAL EQUIP	24,567	23,333	(1,233)	35,000	10,433
8010 OPERATIONAL MAT/SUPP	528,298	390,000	(138,298)	390,000	(138,298)
8020 MAINTENANCE EQUIP	50,914	50,914	-	57,500	6,586
8040 COMM EQUIP LINES (GPS)	7,123	6,667	(456)	10,000	2,877
8080 STREET LIGHTS	3,703	3,667	(36)	5,500	1,797
8090 UNIFORMS/CLOTHING	8,333	8,000	(333)	12,000	3,667
8100 PROFESSIONAL SERV	1,966	3,333	1,368	5,000	3,034
8110 CONTRACTS & AGRMNT	198,041	280,000	81,959	420,000	221,959
8165 STORM RECOVERY COST	102,073	-	(102,073)	-	(102,073)
Total expended to date	2,475,774	2,281,334	\$ (194,441)	\$ 3,210,874	\$ 735,100

Departmental

Finance

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Buildings					
6000 WAGES/SALARIES	990,663	994,544	3,881	1,477,608	486,945
6010 BENEFITS	228,489	233,413	4,924	346,785	118,296
6020 TRAINING/EDUCATION	2,907	3,667	760	5,500	2,593
6030 TRAVEL/CONFERENCES	1,333	1,250	(82)	1,250	(83)
6050 OFFICE SUPPLIES	146	667	521	1,000	854
6060 OFFICE EQUIPMENT	1,261	1,333	73	2,000	739
6080 ADVERTISING	5,706	5,967	260	8,950	(331)
6110 TELEPHONE/FAX	2,190	3,333	1,143	5,000	6,384
6130 COMPUTER HARDWARE	-	2,000	2,000	3,000	3,000
6140 COMPUTER SOFTWARE	-	4,333	4,333	6,500	6,500
7000 HEAT	80,156	83,779	3,623	122,500	32,888
7010 ELECTRICAL	279,678	275,134	(4,544)	493,500	227,822
7020 WATER	36,705	30,000	(6,706)	32,500	(12,165)
7030 BLDG/FACILITY MAINT	10,963	23,333	12,370	35,000	27,796
7060 BLDG/FACILITY RENOV	76,464	76,464	-	100,000	23,536
7070 BLDG/FACILITY RENTAL	130,407	136,733	6,326	205,100	74,693
7080 PLANT MAINTENANCE	1,010	10,333	9,324	15,500	14,490
7100 MAINT. TOOLS/EQUIP	2,843	2,843	-	3,500	657
7110 SECURITY	21,039	36,667	15,628	55,000	33,961
7120 PROPERTY TAXES	27,468	36,500	9,032	36,500	9,032
7540 VEH/EQUIP RENTAL	2,337	1,667	(670)	2,500	163
8000 OPERATIONAL EQUIP	-	1,667	1,667	2,500	2,500
8010 OPERATIONAL MAT/SUPP	70,008	80,333	10,325	120,500	50,492
8020 MAINTENANCE EQUIP	-	2,000	2,000	3,000	3,000
8040 COMM EQUIP LINES (GPS)	2,504	2,933	430	4,400	1,896
8090 UNIFORMS/CLOTHING	1,716	4,333	2,617	6,500	4,784
8100 PROFESSIONAL SERVICE	88,143	80,000	(8,142)	80,000	(8,143)
8110 CONTRACTS/AGREEMENTS	244,013	166,667	(77,346)	250,000	5,987
8120 LEASES	-	1,667	1,667	2,500	2,500
8130 LICENSES/PERMITS	-	667	667	1,000	1,000
8150 GRANTS/SUBS TO ORG	40,000	40,000	-	60,000	20,000
8165 STORM RECOVERY COST	6,469	-	(6,469)	-	(6,469)
Total expended to date	\$ 2,354,663	\$ 2,344,394	\$ (10,269)	\$ 3,489,843	\$ 1,135,524

Departmental

Finance

Recreation Cultural Services

Statement of Expenditures

November 30, 2022

Recreation/Cultural Services	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010, & 6011 Wages & Benefits Including Summer Students	900,183	857,162	(43,020)	1,273,498	373,315
6020 TRAINING/EDUCATION	6,122	10,667	4,545	16,000	9,878
6030 TRAVEL/CONFERENCES	8,869	16,667	7,798	25,000	16,131
6040 PROF MEM/DUES & FEES	364	2,333	1,969	3,500	3,136
6050 OFFICE SUPPLIES	4,296	4,000	(296)	6,000	1,704
6060 OFFICE EQUIPMENT	4,061	5,333	1,272	8,000	3,939
6080 ADVERTISING	38,962	46,667	7,704	70,000	31,038
6110 TELEPHONE/FAX	6,252	7,333	1,082	11,000	4,748
6120 PUBL./SUBSCRIPTIONS	31	133	103	200	169
6130 COMPUTER HARD/SOFTWARE	4,069	4,667	597	7,000	2,931
7070 BLDG/FACILITY RENTAL	24,759	30,667	5,908	46,000	21,241
8000 OPERATIONAL MAT/SUPPLY	158,579	158,580	-	175,000	16,421
8025 COMMUNITY EVENTS	172,356	223,333	50,978	335,000	162,644
8150 SCHOLARSHIPS	20,000	20,000	-	20,000	-
8160 SPECIAL EVENTS & FESTIVALS	264,523	264,523	-	356,562	92,039
8170 OPERATING GRANTS POLICY	310,675	310,675	-	500,500	189,825
Total expended to date	\$ 1,924,100	\$ 1,962,740	\$ 38,639	\$ 2,853,260	\$ 929,160

Departmental

Finance

Recreation /
Cultural Services

Statement of Revenue

November 30, 2022

Recreation/Cultural Services	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
5031 PROGRAM REVENUE	24,000	20,000	4,000	30,000	6,000
5034 FACILITY RENTALS	2,812	5,000	(2,188)	7,500	4,688
Total Revenue To Date	\$ 26,812	\$ 25,000	\$ 1,812	\$ 37,500	\$ 10,688

Departmental

Finance

Cape Breton Regional Municipality Water Utility
Statement of Operations - period ending November 30, 2022

	Actual November 30, 2022	Budget November 30, 2022	Variance November 30, 2022	Total Annual Budget 2022-2023
Revenue				
Operating:				
Metered Sales	13,199,817	12,812,413	387,404	19,218,619
Public Fire Protection	4,717,594	4,717,594	-	7,076,391
Interest on Overdue Accounts	500,822	233,333	267,489	350,000
Other Operating Revenue	5,714	44,000	(38,286)	66,000
	<u>18,423,947</u>	<u>17,807,340</u>	<u>616,607</u>	<u>26,711,010</u>
Expenditures				
Operating Expenses				
Source of Supply	319,758	358,361	38,603	537,541
Power and Pumping	1,078,072	1,321,709	243,637	1,982,563
Water Treatment	2,916,794	3,266,181	349,387	4,899,272
Transmission & Distribution	3,152,486	3,274,912	122,426	4,912,368
Administration & General	1,859,567	2,241,407	381,840	3,362,110
Depreciation	2,566,667	2,566,667	(0)	3,850,000
Taxes	1,324,820	1,360,537	35,718	2,040,806
	<u>13,218,164</u>	<u>14,389,773</u>	<u>1,171,610</u>	<u>21,584,660</u>
Operating Profit/(Loss)	5,205,783	3,417,567	1,788,217	5,126,350

Cape Breton Regional Municipality Water Utility
Statement of Operations - period ending November 30, 2022

	Actual November 30, 2022	Budget November 30, 2022	Variance November 30, 2022	Total Annual Budget 2022-2023
Non Operating Revenue				
Debt Charge Income	-	-	-	-
Interest Income	-	-	-	-
Amortization of Deferred Capital contribution	199,002	199,003	(1)	298,504
Total Non Operating Revenue	<u>199,002</u>	<u>199,003</u>	<u>(1)</u>	<u>298,504</u>
Non Operating Expenses				
Short term interest charges	102,041	136,054	34,013	204,081
Debt Charges				
Principal	2,376,333	2,376,333	0	3,564,500
Interest	710,561	710,561	0	1,065,842
Amortization of Debt Discount	24,741	24,741	0	37,112
Capital Expenditures out of operations	833,333	833,333	0	1,250,000
Total Non Operating Expenses	<u>4,047,009</u>	<u>4,081,023</u>	<u>34,015</u>	<u>6,121,535</u>
Non- Operating Profit/(Loss)	(3,848,007)	(3,882,020)	34,014	(5,823,031)
TOTAL UTILITY REVENUES (OPERATING & NON-OPERATING)	18,622,949	18,006,343	616,606	27,009,514
TOTAL UTILITY EXPENSES (OPERATING & NON-OPERATING)	17,265,172	18,470,796	1,205,624	27,706,195
CBRM WATER UTILITY PROFIT/(LOSS)	1,357,777	(464,454)	1,822,230	(696,681)